

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

### AGENDA ITEM: 14

**Date:** July 7, 2010

**Subject:** Proposed new State Route 210 (SR-210)/Pepper Avenue Interchange in the City of Rialto

**Recommendation:\*** Authorize Staff to release a Request for Proposals (RFP) No. 11002 for environmental and engineering professional services for a proposed new interchange at SR-210 and Pepper Avenue in the City of Rialto.

**Background:** This item authorizes the release of a RFP. As part of the design of Segments 9, 10, and 11 of the SR-210 freeway corridor extension project (Task 820), a new full service interchange was initially proposed at Pepper Avenue. In March 2000, the SANBAG Board of Directors approved Cooperative Agreement C00067 with the City of Rialto. Under this agreement, SANBAG agreed to design and construct the proposed interchange provided the City completes the construction of the Pepper Avenue extension.

Securing funding, addressing significant cost and scope increases, and undertaking environmental issues caused a delay to the Pepper Avenue Extension Project. Last year the City of Rialto requested an extension to the cooperative agreement and produced a new schedule. As a result, on September 2, 2009, the SANBAG Board of Directors approved contract amendment C00067-03 which reconfirmed SANBAG's commitment to design and construct the proposed interchange, and the City's commitment for the Pepper Avenue Extension Project. The agreement required that the City complete construction of the Pepper Avenue extension by November 2012.

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

The City has made significant progress on the project development of the Pepper Avenue extension. City staff expects to advertise the project for construction this year. Considering the progress on the Pepper Avenue extension, SANBAG staff recommends circulation of the environmental and engineering professional service RFP for the SR-210/Pepper Avenue Interchange project. This will allow the interchange improvements to be completed in approximately the same time frame as the Pepper Avenue extension.

***Financial Impact:*** This action is consistent with the proposed 10/11 FY Budget. Task Number 88311000.

***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on June 10, 2010. SANBAG Counsel has reviewed and approved the agreement as to form.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

**ATTACHMENT "A"**

**Scope of Services**

**By and between  
San Bernardino County Transportation Authority**

**And**

**TBD**

**To**

**PREPARE THE ENVIRONMENTAL DOCUMENT, PROJECT REPORT, AND  
DEVELOP PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)**

**For**

**ENVIRONMENTAL AND ENGINEERING PROFESSIONAL SERVICES  
SR-210 PEPPER AVENUE INTERCHANGE**

**In the City of Rialto  
San Bernardino County, California**

**Contract No. C11002**

## **Scope of Services**

### **OVERVIEW**

The San Bernardino Associated Governments (SANBAG), acting as the San Bernardino County Transportation Authority (AUTHORITY) will utilize the services of CONSULTANT to prepare the Environmental Document, Project Report, Plans, Specifications, and Estimates (PS&E) and to provide Preliminary Right of way services for the SR-210/Pepper Avenue Interchange in the City of Rialto (CITY). Coordination between AUTHORITY, CONSULTANT, and other local agencies will be accomplished through the AUTHORITY's Contract Manager or designee and designated representatives from the local agencies.

The SANBAG Contract Manager for this contract shall be:

Paul Melocoton  
Project Manager

CONSULTANT shall be required to perform all professional and technical services necessary to prepare the environmental document and final PS&E package.

### **Project Location and Description**

The SR-210/Pepper Avenue Interchange project is located along SR-210 at approximately postmile 19.7 and is within the jurisdictional limits of the CITY. The proposed interchange was previously a part of Segment 9 of the SR-210 freeway extension project, which was completed in 2005. Preliminary engineering and preparation of draft Geometric Approval Drawings (GAD) were completed for the proposed interchange. In mid-2003, the SR-210/Pepper Avenue Interchange was removed from the project plans because the extension of Pepper Avenue to SR-210, which is a separate project by the City of Rialto, did not occur at that time. Currently, the City is in the final stages of the final design phase of the Pepper Avenue extension and the City expects to complete construction of the roadway extension by late 2012. Design of the proposed interchange will require coordination with City staff to ensure consistency with the roadway extension.

As part of the SR-210 freeway extension project, Right of Way (ROW) was preserved for the future diamond configuration interchange, and it is the desire of the AUTHORITY and the City to remain within the preserved ROW areas. Because preliminary engineering work for the proposed interchange was performed as part of the SR-210 freeway extension, it is also the desire the AUTHORITY and the City to expedite the PA/ED phase and begin PS&E activities as soon as possible.

### **APPLICABLE STANDARDS**

All documents shall be prepared in accordance with current AUTHORITY, Caltrans, City, and San Bernardino County (County) regulations, policies, procedures, manuals, and standards.

## **SERVICES PERFORMED BY CONSULTANT**

CONSULTANT shall be responsible for the Services outlined in this Scope of Services. CONSULTANT services shall conform to the standards, criteria, and requirements of this Scope of Services, and shall include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the project.

### **General Description of Required Services**

- A. CONSULTANT shall carry out the directions as received **only** from AUTHORITY'S Contract Manager or designee. In addition, CONSULTANT shall cooperate with other agencies, and other CONSULTANTs providing services for this project and for adjacent projects, as necessary.
- B. It is not the intent of the foregoing paragraph to relieve CONSULTANT of professional responsibility during the performance of this Scope of Services. In those instances where CONSULTANT believes a better design or solution to a problem is possible, CONSULTANT shall promptly notify AUTHORITY's Contract Manager of these concerns, together with reasons there for.
- C. CONSULTANT shall have sole responsibility for the accuracy and completeness of the reports, plans, specifications, estimates, and related material prepared by CONSULTANT for the Project. CONSULTANT shall independently check and identify the engineer and checker for all such material prior to any submittal. The plans, concepts, reports, and documentation will be reviewed by AUTHORITY, and/or AUTHORITY's designee for Quality Assurance and overall project consistency.
- D. The exhibits, studies, estimates, calculations, reports and other documents furnished under this Scope of Services shall be of a quality acceptable to AUTHORITY. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked and having the preparer and checker identified. The appearance, organization and content of the drawings shall be to applicable standards.
- E. The title sheet for reports, each plan sheet, and calculations shall bear the professional seal certificate number, registration classification, expiration date of the certificate, signature of the professional engineer, registered in the State of California, responsible for their preparation.
- F. The CONSULTANT shall maintain a set of project files that are indexed in accordance with CALTRANS' Project Development Uniform File System.
- G. AUTHORITY reserves the right to approve all project scope of services changes. Any changes resulting from the addition, deletion, or revisions to the Scope of Services will not be made without prior written approval from AUTHORITY. The CONSULTANT shall not be compensated for making any changes to the project Scope of Services other than those approved in writing by AUTHORITY.

- H. CONSULTANT shall not suspend performance of this Contract during the negotiations of any change orders except as they may be directed by AUTHORITY. CONSULTANT shall perform all changes in accordance with the terms and conditions of this Contract.
- I. At the completion of this Scope of Services all electronic files and correspondence relating to the Project shall be turned over to AUTHORITY who will then forward said files to CALTRANS. This includes all working data, field data, and background information used in creating the deliverables listed in the Scope of Services.
- J. CONSULTANT shall submit all final plans on CD using file format acceptable to AUTHORITY. The electronic files shall include the engineer's electronic signature and seal. CONSULTANT shall verify the latest version of software used prior to submittal.
- K. CONSULTANT shall obtain, at its expense, all applicable Manuals and Standard Plans.
- L. In the event that non-standard features are necessary, CONSULTANT shall prepare the necessary Fact Sheets for Design Exceptions following AUTHORITY directions.
- M. CONSULTANT shall employ quality control procedures that identify potential risks and uncertainties related to construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify AUTHORITY.
- N. CONSULTANT shall coordinate with all agencies involved or potentially impacted by the Project. CONSULTANT shall inform AUTHORITY prior to all contacts, meetings, and correspondence. CONSULTANT shall also be required to coordinate activities with adjacent projects.
- O. This scope of services does not include any services by CONSULTANT for work during construction.

## **SCOPE OF SERVICES**

**Following the selection of a consultant, the selected firm shall prepare and submit a detailed Scope of Services, a Cost Proposal, and Project Schedule.** The selected firm shall use the latest SANBAG Work Breakdown Structure (WBS), and cost and schedule templates for the preparation of the detailed scope of services, cost proposal, and schedule. Copies of the WBS, cost, and schedule templates are available on the SANBAG internet website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov) under "Bids, RFPs and RFQ".

The following summary of the Scope of Services is not inclusive and is only intended to be used as an indication of the minimum services to be provided by the Consultant. The selected firm shall prepare a detailed and comprehensive Scope of Services which shall include all work necessary for the completion of the Project, including full definition of the tasks, sub-tasks, and deliverables that are required for the Final Design and Right-of-Way certification services as described in this RFP.

### **TASK 3.100 - PROJECT MANAGEMENT**

- Meet with AUTHORITY, and other stakeholders in monthly Project Development Team (PDT) meetings.
- Attend other project coordination and focused meetings as necessary
- Prepare agendas and meeting minutes
- Prepare and update Project schedule monthly
- Prepare and submit monthly invoices & Project status report

### **TASK 2.160 – PRELIMINARY ENGINEERING STUDIES & PROJECT REPORT**

- Engineering Studies
- Draft Project report

### **TASK 2.165 – ENVIRONMENTAL STUDIES & DRAFT ENVIRONMENTAL DOCUMENTPROJECT REPORT**

- General Environmental Studies
- Biological Studies
- Cultural Studies
- Draft Environmental Document (DED)

### **TASK 2.170 – PERMITS & AGREEMENTS DURING PA&ED PHASE**

### **TASK 2.175 – CIRCULATE DRAFT ENVIRONMENTAL DOCUMENT**

### **TASK 2.180 – PROJECT REPORT & FINAL ENVIRONMENTAL DOCUMENT**

- Final Project report
- Final Environmental Document

### **TASK 3.185 – PREPARE BASE MAPS AND PLAN SHEETS**

- Perform field reviews
- Review available information
- Research and obtain copies of existing studies
- Research, obtain, and review all available maps and plans of major utilities and proposed utilities within the project area
- Obtain Record of Surveys, benchmark, and centerline tie information
- Obtain drainage information
- Perform field design surveys

- Prepare construction staging concept plans
- Prepare drainage concept plans
- Prepare storm water data report
- Prepare right-of-way data sheets
- Assess utility impacts and relocation requirements
- Prepare geotechnical report
- Prepare structures preliminary design
- Prepare cost estimates

#### **TASK 3.205 – PERMITS**

- Determine need for and obtain Caltrans required permits
- Determine need for and obtain City and other required permits
- Determine need for railroad Construction and Maintenance Agreements

#### **TASK 3.230 – PREPARE DRAFT PLANS, SPECIFICATIONS & ESTIMATE (PS&E)**

- Prepare Draft Roadway Plans
- Prepare Draft Highway Planting Plans
- Prepare Draft Traffic Plans
- Prepare Transportation Management Plan
- Prepare Draft Utility Plans
- Prepare Draft Drainage Plans
- Prepare Draft Specifications
- Prepare Draft PS&E Quantities and Estimates
- Structures Draft PS&E Incorporation

#### **TASK 3.240 – PREPARE DRAFT STRUCTURES PS&E**

- Overall Draft Structures PS&E
- Foundation Plan
- Preliminary Foundation Reports
- Foundation Reports
- Draft Structure Plans
- Draft Structures Special Provisions and Cost Estimate

#### **TASK 3.250 – PREPARE FINAL STRUCTURES PS&E PACKAGE**

- Final Structures Plan
- Final Structure Special Provisions and Cost Estimate



#### **TASK 3.255 – PREPARE FINAL COMBINED PS&E PACKAGE**

- Updated PS&E Package
- Final District PS&E Package
- Geotechnical Information Handout
- Materials Information Handout
- Construction Staking Package and Control
- Resident Engineer's Pending File

#### **TASK 3.260 – PREPARE CONTRACT BID DOCUMENTS**

- Project Submittal Ready to Process (PS&E)
- Draft Contract Ready
- READY TO LIST (RTL)

#### **TASK 4.200 – UTILITY COORDINATION**

- Approved Utility Relocation Plan
- Utility Relocation Package
- Utility Relocation Management
- Potholing

## *Minute Action*

AGENDA ITEM: 15

**Date:** July 7, 2010

**Subject:** North Milliken Grade Separation Project in the City of Ontario

**Recommendation:\***

1. Approve the North Milliken Grade Separation project Plans, Specifications, and Estimates (PS&E) package; and
2. Authorize the Director of Freeway Construction to advertise for Construction Bids for the North Milliken Grade Separation project; and
3. Allow award of the construction contract for the North Milliken Grade Separation project to proceed directly to the Board of Directors without Major Projects Committee review.

**Background:** **Recommendations 1 and 2**

In January 2010, SANBAG approved a funding plan to reprogram \$45,089,000 of STIP fund savings from the I-215 North construction project to the North Milliken Grade Separation Project in the City of Ontario. The California Transportation Commission (CTC) approved SANBAG's request to reprogram these STIP funds savings at their April 2010 meeting.

As described in the January 2010 Board agenda item, in agreement with the City of Ontario, SANBAG will take the lead role to Advertise, Award and Administer (AAA) the construction phase of the North Milliken Grade Separation project. The City will continue as the lead in preparing the final Plans, Specifications and

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

Estimate (PS&E) package and performing the right of way activities for the project.

Final PS&E was completed in May 2010 and it is expected that the City will secure all right of way clearances before the end of July 2010. The California Transportation Commission (CTC) is expected to allocate \$45,089,000 in State Transportation Improvement Fund (STIP) funding for the North Milliken Grade Separation Project at their June/July 2010 meeting, which will clear the way for this project to proceed to the Construction phase.

A copy of the final PS&E package for the North Milliken Grade Separation Project has been filed with the Clerk of the Board and is available for public review. Staff recommends the Board to approve the final PS&E package and to authorize staff to advertise the project and receive bids to construct the project.

### **Recommendation 3**

The North Milliken Grade Separation project was temporarily derailed in November 2009 when the CTC informed the City of Ontario that State Bond funding for the project would not be available until year 2016. The City had expected to award a construction contract by the end of June 2010. Negotiations between the City and SANBAG staff on the current funding plan and proposed shift of STIP savings from the I-215 North project were not finalized until January 2010 and resulted in a two month project delay. Upon receiving authorization from the Board, staff will advertise the construction contract on July 8<sup>th</sup> and open bids on August 16<sup>th</sup>, 2010. In order to expedite the award of the construction contract, staff requests approval to allow the award of construction contract to proceed directly to the Board for approval at the September 2010 meeting. The subject contract is awarded to the lowest responsive bidder.

***Financial Impact:*** These recommendations have no financial impact on SANBAG; however, approval to advertise a construction contract is expected to result in the award of a construction contract later this year. Adequate funding has been budgeted in the 2010/2011 Fiscal Year Budget under Task 882 for the anticipated construction contract.

***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on June 10, 2010.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

### AGENDA ITEM: 16

**Date:** July 7, 2010

**Subject:** Allocation of Local Transportation Funds (LTF) and State Transit Assistance Funds (STA) for Fiscal Year 2010/2011

**Recommendation:\*** Adopt Resolution 11-001 authorizing the allocation of Local Transportation Funds (LTF) and State Transit Assistance Funds (STA) for Fiscal Year 2010/2011.

**Background:** Section 99214 of the California Public Utilities Code designates the San Bernardino County Transportation Commission as the regional transportation planning agency for the purpose of administering the Transportation Development Act funds (LTF and STA). This responsibility includes the adoption of the LTF apportionments, approval of all LTF and STA claims, issuance of LTF and STA allocation and disbursement instructions.

Section 6659 and Section 6753 of the California Code of Regulations (CCR) requires the adoption of a resolution authorizing the issuance of LTF and STA allocation instructions, respectively.

The attached Resolution 11-001 fulfills the requirement of CCT Section 6659 and Section 6753.

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

**Financial Impact:** This item is consistent with the adopted Fiscal Year 2010/2011 SANBAG Budget. Adoption of the resolution by the Board will authorize the issuance of LTF and STA allocation instructions for the commission's TDA administration functions, transportation planning and programming functions and commuter rail operating and capital assistance as approved in the Fiscal Year 2010/2011 Budget.

**Reviewed By:** This item was reviewed by the Administrative Committee on June 9, 2010 and unanimously recommended for approval.

**Responsible Staff:** Ryan Graham, Transit Planning Analyst

**RESOLUTION NO. 11-001**

**RESOLUTION OF THE  
SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION  
AUTHORIZING THE ALLOCATION OF  
LOCAL TRANSPORTATION FUNDS AND  
STATE TRANSIT ASSISTANCE FUNDS  
FOR FISCAL YEAR 2010/2011**

WHEREAS, the San Bernardino County Transportation Commission is the designated transportation planning agency for the administration of the Transportation Development Act funds within San Bernardino County; and

WHEREAS, the Southern California Association of Governments (SCAG) Executive Committee has adopted a Regional Transportation Plan (RTP) directed toward the achievement of a coordinated and balanced transportation system; and

WHEREAS, the Board of Directors has adopted a Subregional Transportation Improvement Program including planned expenditures of transportation funds, including Local Transportation Funds and State Transit Assistance Funds; and

WHEREAS, claims may be submitted under the Transportation Development Act for allocations from the Local Transportation Fund and State Transit Assistance Funds consistent with the adopted plans, programs and apportionments;

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the San Bernardino County Transportation Commission hereby approves the allocation of Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2010/2011 subject to those claims conforming to adopted apportionments and all other requirements of the Transportation Development Act, including but not limited to the following findings:

1. The claimant's proposed expenditures are in conformity with the Regional Transportation Plan.
2. The level of passenger fares and charges is sufficient to enable the operator or transit service claimant to meet the applicable fare revenue to operating expense (operating ratio) requirements.
3. The claimant is making full use of federal funds available pursuant to the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU).
4. The sum of the claimant's allocations from the State Transit Assistance Funds and Local Transportation Fund does not exceed the amount the claimant is eligible to receive during the fiscal year.

5. Priority consideration has been given to claims to offset reductions in federal operating assistance and the unanticipated increase in the cost of fuel, to enhance existing public transportation services, and to meet high priority regional, countywide, or area wide public transportation needs.
6. The claimant has made reasonable effort to implement the productivity improvements recommended pursuant to Public Utilities Code 99244, including the specific reference to the improvements recommended and the efforts made by the claimant to implement them.
7. The claimant submits a certification issued by the Department of California Highway Patrol within the last 13 months verifying that the claimant is in compliance with Section 1808.1 of the Vehicle Code (Drivers Pull Notice Program), as required by Public Utilities Code 99251.
8. The claimant is in compliance with the qualifying criteria pursuant to Public Utilities Code Section 99314.6 (use of STA for operating purposes).
9. The transportation services contracted for under Public Utilities Code 99400(c) are responding to a transportation need not otherwise being met within the community or jurisdiction of the claimant and that where appropriate, the services are coordinated with the existing transportation service.

BE IT FURTHER RESOLVED that such approval does not include allocations for local street and roads unless the provisions of Sections 99401.5 and 99401.6 of the Public Utilities Code have been met; and

BE IT FURTHER RESOLVED that the Executive Director or her designee is authorized to transmit allocation instructions to the San Bernardino County Auditor/Controller, having first determined that the required allocation meets all requirements of this Resolution and the Transportation Development Act.

Approved by the Board of Directors of the San Bernardino County Transportation Commission at its regular meeting thereof held this 7<sup>th</sup> day of July 2010.\*

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*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

*Minute Action*

AGENDA ITEM: 17

**Date:** July 7, 2010

**Subject:** Measure I 2010-2040 Reserve Policy

**Recommendation:**\* Approve Amendment to the Strategic Plan establishing policies for a Measure I reserve in the Valley, Victor Valley and Rural Mountain/Desert subareas, as identified in Attachments 1, 2, and 3.

**Background:** On March 3, 2010 the SANBAG Board approved the Fiscal Year 2010/2011 Measure I Apportionment and Allocation. Part of the recommendation approved was direction to staff to develop a policy that establishes and maintains a 20% cash reserve for Measure I 2010-2040, with the exception of the Local Street and Senior and Disabled Transit Programs for the Valley and Victor Valley subareas. The recommendation of this item would extend the reserve to the Rural Mountain/Desert subareas as well.

The recommended 20% reserve provides working capital to cover delays in reimbursement from state/federal sources, ensures funds are available for timely reimbursement of local jurisdiction projects, and provides flexibility to respond to unforeseen funding opportunities as they arise.

Consistent with the direction given to staff at the March Board Meeting, staff has developed a series of policies to be amended into the Measure I Strategic Plan for the establishment and maintenance of a Measure I reserve. The amended

*Approved  
 Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_



Strategic Plan policies 40001, 40013 and 40017 are included as attachments to this item. See the additional section of each policy entitled "Measure I Reserve."

- Financial Impact:*** This item has no direct financial impact to the current adopted Budget, TN 50410000 Measure I Admin-Valley and TN 50510000 Measure I Admin-Mt./Desert. The actual amount of Measure I revenue held in reserve is determined annually through the Measure I Apportionment and Allocation and Budget processes.
- Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Administrative Committee on June 9, 2010.
- Responsible Staff:*** Ty Schuiling, Director of Planning  
William Stawarski, Chief Financial Officer

San Bernardino Associated Governments	Policy	40001
Adopted by the Board of Directors April 1, 2009	Revised	DRAFT 7/7/2010 4/1/2009
<b>San Bernardino Valley Subarea (VS) Measure I 2010-2040 Strategic Plan</b>	Revision No.	<b>1</b> 0

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## I. PURPOSE

The purpose of this policy is to establish the requirements for overall administration of the programs included in the San Bernardino Valley Expenditure Plan as part of Measure I 2010-2040. The Valley Subarea policies establish the process for identification of need, fund apportionment, fund allocation, and expenditure requirements for all programs in the Valley, including Freeway, Freeway Interchange, Major Street, Local Street, Metrolink/Rail, Express Bus/Bus Rapid Transit, Senior and Disabled Transit, and Traffic Management Systems. This policy also provides direction on the use of State and federal funds in the San Bernardino Valley Subarea, as well as the provisions governing cost-buy down for projects with a development share contribution.

## II. REFERENCES

Ordinance No. 04-01 of the San Bernardino County Transportation Authority, Exhibit A – Transportation Expenditure Plan

## III. DEFINITIONS

**Apportionment:** An action by the SANBAG Board of Directors to assign specific amounts of Measure I 2010-2040 fund to Measure I programs for a given fiscal year. The apportionment decision is made annually by the Board of Directors by February of each year.

**Allocation:** An action by the SANBAG Board of Directors to assign a specific amount of Measure I funds from a Measure I program to a project. The allocation decision is made annually by the Board of Directors by March of each year.

**Capital Project Needs Analysis (CPNA):** A five-year plan of capital project needs for each program included in the San Bernardino Valley Expenditure Plan. The CPNA includes estimates of project costs to be incurred by funding type, fiscal year, and phase for the five year period following the beginning of the subsequent State fiscal year.

**Jurisdiction Master Agreement:** An agreement between SANBAG and a local jurisdiction documenting the allocation of Measure I 2010-2040 funds to the jurisdiction under the Arterial Sub-program of the Major Street Program in the Valley Subarea for the specified fiscal year.

**Project Funding Agreement:** An agreement between SANBAG and a local jurisdiction documenting the allocation of Measure I 2010-2040 funds to the jurisdiction for a project under the Valley Freeway Interchange Program or the Rail-Highway Grade Separation Sub-program of the Major Street Program and specifies the conditions of performance by SANBAG and the local jurisdiction associated with that project.

#### **IV. POLICIES FOR THE SAN BERNARDINO VALLEY SUBAREA**

##### **A. Program Equity**

Policy VS-1: SANBAG shall ensure that all San Bernardino Valley Programs receive their percentage allocation of Measure I revenue in accordance with the Measure I 2010-2040 Expenditure Plan. The calculation of percentage allocation shall include adjustments for the time-value of money based on time of apportionment of Measure I funds in all programs, as specified in Policy VS-3.

Policy VS-2: The SANBAG Board of Directors shall have full discretion over the apportionment of Measure I 2010-2040 revenue between Valley Programs on an annual basis, subject to Policy VS-1.

Policy VS-3: Adjustments for the time-value of money referenced in Policy VS-1 shall be based on comparisons of the net present value of apportionments by Valley program calculated using a discount rate based on the annual change in the Consumer Price Index for Southern California, as maintained by the California Department of Finance.

##### **B. Identification of Needs**

Policy VS-4: SANBAG staff and local jurisdictions shall submit a five-year Capital Project Needs Analysis (CPNA) for all programs included in the Valley Expenditure Plan by September 30 of each year. Responsibility for preparation of the CPNAs for specific programs are established in Policies VS-5 and VS-6.

Policy VS-5: SANBAG staff shall be responsible for preparation of the CPNAs for the Valley Freeway, Metrolink/Rail, Express Bus/Bus Rapid Transit, Senior Disabled Transit and Traffic Management Systems Programs.

Policy VS-6: Local jurisdictions shall be responsible for preparation of the CPNAs for the Valley Freeway Interchange and Major Streets Programs, except that SANBAG staff may prepare CPNAs for interchange projects required to enable construction of a freeway mainline project. All CPNAs submitted by local jurisdictions shall be approved by the City Council/Board of Supervisors and shall be coordinated with the Five Year Capital Improvement Plan required as part of the Valley Local Streets Program policies (see Policy 40003)

Policy VS-7: All CPNAs shall identify the requested amount of Measure I and any additional federal, State, or private funding by phase and year for the five year period following the beginning of the subsequent State fiscal year.

##### **C. Cash-Flow Analysis**

Policy VS-8: SANBAG staff shall prepare an estimate of projected Measure I, State, federal and private funding for the subsequent fiscal year by September 30 of each year.

Policy VS-9: SANBAG staff shall prepare a cash flow analysis of all Measure I 2010-2040 Valley Programs based on information submitted by local jurisdictions, the funding needs of the SANBAG administered programs, and the assessment of Measure I, State, federal and private funding.

Policy VS-10: At a minimum, the Cash Flow Analysis shall include the following considerations:

- All Measure I 2010-2040 San Bernardino Valley program needs identified in CPNAs
- Needs pursuant to Project Advancement and Advance Expenditure Agreements
- Needs related to Bond or other debt repayment
- Revenue committed to projects or programs in previous cycles
- Ability to leverage additional State, federal and private funding sources.

Policy VS-11: The Cash Flow Analysis shall be completed for presentation to SANBAG policy committees by January each year.

Policy VS-12: The Cash Flow Analysis shall provide input to any SANBAG agency bonding decisions.

##### **D. Fund Apportionment**

Policy VS-13: The SANBAG Board of Directors shall use the Cash Flow Analysis as a basis for apportioning funds among the Measure I Valley Programs.

Policy VS-14: The SANBAG Board of Directors shall apportion funds by its February meeting, so that budget documents can be prepared for the subsequent fiscal year.

#### **E. Fund Allocation**

Policy VS-15: The SANBAG Board shall approve an allocation of funding to specific San Bernardino Valley Measure I projects by March of each year. The fund allocation shall include a list of projects and funding amounts.

Policy VS-16: The fund allocation approved by the Board, as stated in Policy VS-15, shall constitute the agency's annual project delivery plan.

#### **F. Fund Expenditure**

Policy VS-17: SANBAG administered projects may begin expenditure of funds following the standard approvals by the SANBAG Board of Directors.

Policy VS-18: A local jurisdiction may begin expenditure of funds following the execution of a Project Funding Agreement or a Jurisdiction Master Agreement by both SANBAG and the jurisdiction, as appropriate to the project type and pursuant to Policies 40005 and 40006.

Policy VS-19: The Project Funding Agreement shall be based on the SANBAG Board-approved fund allocation and shall document the scope of the project, its cost, and the terms by which reimbursement shall occur.

Policy VS-20: The Jurisdiction Master Agreement shall be based on the SANBAG Board-approved allocation of funds to projects in the Arterial Sub-program (see Policy VS-15) of the Major Streets Program, and shall document the scopes of the projects, their costs, and the terms by which reimbursement shall occur. One Jurisdiction Master Agreement may include multiple projects in the Arterial Sub-program.

#### **G. Use of State and Federal Funds for Measure I 2010-2040 Projects - General**

Policy VS-21: The SANBAG Board shall assure reasonable equity in the shares of projected State and federal transportation funds allocated and expended within geographic areas of the county, subject to the eligibility of funds for the specified programs within those geographic areas.

Policy VS-22: The SANBAG Board of Directors has discretion to program State and federal funds to projects based on needs and priorities that exist at the time the decisions are made, subject to the eligibility of projects for each funding source and approvals by appropriate State and federal authorities.

Policy VS-23: SANBAG shall implement strategies that maximize the use of State and federal funds when projects are planned and delivered. This may include borrowing against future revenues streams, such as with Grant Anticipation Revenue Vehicles (GARVEE bonds) for federal funds.

Policy VS-24: SANBAG will aggressively advocate for its share of State and federal dollars to deliver Measure I projects.

#### **H. Use of State and Federal Funds for Measure I 2010-2040 Projects – Specific Sources**

Policy VS-25: CMAQ funds (or funds in any successor program to CMAQ) necessary to continue previously approved regional programs, including Freeway Service Patrol(FSP), rideshare activities, and Valley-wide Signal Synchronization shall be set aside for those purposes.

Policy VS-26: CMAQ funds (or funds in any successor program to CMAQ) shall be considered as a significant source to fund transit capital projects and start-up operating expenses in accordance with CMAQ criteria. Allocation of CMAQ funding to transit capital projects is to be made by SANBAG in a manner consistent with plans developed by the transit operators and approved by the SANBAG Board of Directors.

Policy VS-27: Remaining CMAQ funds may be allocated to High Occupancy Vehicle facility components of the Valley Freeway projects listed in the Measure I Expenditure Plan, subject to eligibility criteria.

Policy VS-28: All of the STP funds apportioned to the urbanized areas of the San Bernardino Valley shall be allocated to the Valley Freeway Program projects listed in the Measure I Expenditure Plan.

Policy VS-29: SANBAG shall work closely with Caltrans to identify projects that are eligible to receive State Inter-regional Improvement Program (IIP) funds to assist in timely delivery of those projects. This may include projects within as well as outside urbanized areas.

#### **I. Cost Buy-down for Projects with a Development Share Contribution**

Policy VS-30: State, federal, or private funds may be used to buy down either the total cost of a project, the public share of the project cost, or the development share of the project cost based on the following criteria:

1. Funds that buy down the total cost of the project (after which the development fair share percentage is applied) include State grants and Federal Congressional earmarks (through appropriations process, competition, etc.) from transportation sources that are not allocated or approved by SANBAG (e.g., IM, Demo, TEA (Caltrans allocation), TCRP with local agency listed as lead, PUC, HBRR, and railroad contributions).
2. Funds considered part of the public share of the project cost include apportionments or allocations of State or federal transportation funds to SANBAG for funding of projects, whether managed by SANBAG or local agency (e.g., TCRP and PNRS for Alameda Corridor East, CMIA, TCIF, SLPP), and State allocation and Federal apportionment by SANBAG (e.g., STIP, CMAQ, STP, TEA (SANBAG Allocation), TDA).
3. Funds that buy down the development share of the project cost include other state or federal appropriations of funding to a project from a non-transportation source (e.g., HUD, BIA, DOD).

#### **J. Measure I Reserve**

**Policy VS-31: SANBAG shall budget for a reserve for the Valley subarea equivalent to 20% of the annual Measure I revenue from the following programs: Freeway, Freeway Interchange, Major Street, Traffic Management Systems, Metrolink/Rail, and Express Bus/BRT programs.**

**Policy VS-32: The 20% reserve shall be established with the first year of Measure I 2010-2040 apportionment, and escalated annually to remain proportional to the growth in annual Measure I revenue.**

**Policy VS-33: The reserve may be used to:**

- Advance federal or state funds that require reimbursement.
- Manage cash flow for non pass-through programs.
- Cover cost overruns for SANBAG projects or to cover unforeseen expenses associated with projects that received an allocation of Measure I 2010-2040 funds.
- Leverage other state or federal funds to which SANBAG might otherwise lose access.

**Policy VS-34: Should Measure I reserves be used, revenue accrual within the year or revenue from the subsequent year's apportionment will be used to replenish the reserve.**

#### **V. REVISION HISTORY**

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	04/01/2009
1	Amended to include policies VS-31 through VS-34 establishing and maintaining a Measure I reserve.	

San Bernardino Associated Governments	<b>Policy</b>	<b>40013</b>
Adopted by the Board of Directors	April 1, 2009	<b>DRAFT</b> 7/7/10 4/1/2009
<b>Victor Valley Major Local Highways (VVMLH) Program Measure I 2010-2040 Strategic Plan</b>	Revision No.	<b>1</b> 0

#### Table of Contents

Purpose | References | Definitions | Policies for the Victor Valley Major Local Highways Program | Revision History |

## I. PURPOSE

The purpose of this policy is to establish the requirements for administration of the Victor Valley Major Local Highways Program for Measure I 2010-2040. The policy establishes the fund apportionment and allocation process, the equitable shares for individual jurisdictions, project eligibility, reimbursement mechanisms, limitations on eligible expenditures, and the role of SANBAG. The program will be funded by 25% of the total Measure I 2010-2040 revenue collected in the Victor Valley Subarea. This program will be used by local jurisdictions to fund Major Local Highways projects of benefit to the subarea.

## II. REFERENCES

Ordinance No. 04-01 of the San Bernardino County Transportation Authority, Exhibit A – Transportation Expenditure Plan

SANBAG Congestion Management Program

## III. DEFINITIONS

**Major Local Highways Projects:** Major streets and highways serving as primary routes of travel within the subarea, which may include State highways and freeways, where appropriate. These funds may also be used to leverage other state and federal funds for transportation projects and to perform planning/project reports.

**Development Share:** The percentage share of total project cost assigned as the development contribution percentage as listed in the SANBAG Nexus Study.

**Public Share** – The share of project cost calculated as the total cost of the project minus the developer share.

**Capital Project Needs Analysis (CPNA):** A plan of projected local jurisdiction expenditures for the next five years on Major Local Highways eligible for Major Local Highways Program funds, updated annually and submitted to SANBAG by local jurisdictions. The Capital Project Needs Analysis includes anticipated funding sources, funding amounts, project phasing, and availability of development fair share funds.

## IV. POLICIES FOR THE VICTOR VALLEY MAJOR LOCAL HIGHWAYS PROGRAM

### A. Major Local Highways – Allocation to Eligible Projects

Policy VVMLH-1: The Major Local Highways Program of the Victor Valley Subarea shall be funded from 25% of the Measure I 2010-2040 revenue collected within the subarea. This amount shall be reserved in a special account to be expended on Major Local Highway Projects of benefit to the subarea. Major Local Highway Projects are defined as major streets and highways serving as primary routes of travel within the subarea, which may include State highways and freeways. Where

appropriate, Major Local Highway Projects funds can be utilized to leverage other state and federal funds for transportation projects and to perform advance planning/project reports.

Policy VVMLH-2: Victor Valley Major Local Highways funds shall be allocated to each jurisdiction over the 30-year life of the Measure, subject to the qualifications stated in the policies below.

- a. Each jurisdiction shall receive an approximately equivalent share of the total revenue raised by Major Local Highways Program over the life of the Measure, as adjusted to account for the time-value of money, per Policy VVMLH-4 listed below.
- b. If a jurisdiction receives proceeds from a bond sale secured by the Major Local Highways funds, then the portion of the debt service payment attributed to that jurisdiction's projects shall be counted toward that jurisdiction's equitable share percentage.
- c..Allocations shall be made with an objective of allowing projects from each jurisdiction of the subarea to be developed during each 10 year period of the Measure's life. The intent is to spread projects so that no jurisdiction has to wait until the last part of the Measure to receive benefits of Major Local Highway funds.
- d. Allocations shall be made to projects from candidate project lists, developed according to Policy VVMLH-3.
- e. Allocations may serve to maximize leveraging of private, local, federal, and State dollars, with attention to leveraging of Interregional Transportation Improvement Program Funds on the Interregional Road System in the rural areas of the Victor Valley Subarea as well.
- f. Allocations shall be made with an objective of delivering projects at the earliest possible date.
- g. SANBAG shall actively engage in planning and project delivery of Major Local Highway Projects in collaboration with local jurisdictions and Caltrans in a manner which will minimize the time and cost of project delivery.

Policy VVMLH-3: A master list of projects eligible for Victor Valley Major Local Highways Program funding shall be maintained and periodically updated. The list shall be consistent with the project eligibility criteria in Policy VVMLH-1 and shall be approved by the SANBAG Board, based on a recommendation of the Victor Valley subarea representatives and the Mountain/Desert Committee. In preparing the list, input shall be considered from each of the five local jurisdictions and from other public and private stakeholders, such as Caltrans, neighboring counties, transit agencies, federal agencies, business interests and other non-governmental organizations. The list shall represent the list of eligible projects and shall not represent a commitment by SANBAG to fund all or a portion of those projects. Funding commitments will be managed under the terms of Policy VVMLH-6 shown below.

Policy VVMLH-4: Adjustments for the time-value of money shall be based on comparisons of the net present value of Measure I Major Local Highway Program expenditures by Victor Valley jurisdictions, calculated using a discount rate based on the annual change in the Consumer Price Index for the State of California, as maintained by the California Department of Finance. The expenditure date shall be based on the date of consultant/contractor invoices provided to SANBAG for reimbursement on eligible Major Local Highways Program projects.

Policy VVMLH-5: By September 30 of each year, Victor Valley jurisdictions must submit a Five Year Capital Projects Needs Analysis (CPNA) for projects in the Victor Valley Major Local Highways Program. The CPNAs cover a five year prospective period that commences the following fiscal year. The needs analysis shall document project needs by fiscal year and include anticipated funding sources, funding amounts and project phasing where appropriate. The needs analysis shall also demonstrate the availability of the development mitigation fair share funds, where appropriate for projects in the urbanized Victor Valley. Approval of a jurisdiction's CPNA by the jurisdiction's Council/Board of Supervisors must be accommodated within the timeframe of the September 30 submittal date.

Policy VVMLH-6: The SANBAG Board of Directors shall apportion funds to the Major Local Highways Program in the Victor Valley by its February meeting, so that budget documents can be prepared for

the subsequent fiscal year, based on a recommendation of the Victor Valley subarea representatives and the Mountain/Desert Committee. The Victor Valley Subarea and Mountain/Desert Committee recommendation shall be informed by requests of Measure I funds contained in the Capital Projects Needs Analysis (CPNA), the status of equitable share percentages from prior years, SANBAG's forecast of Measure I revenue that may be available for the Major Local Highways Program, and SANBAG's assessment of opportunities for leveraging of State and federal funds. The recommendation shall include a table of project phases recommended for funding, project costs, Measure I requests, other funding sources, and the allocation of costs to jurisdictions, at a minimum. SANBAG staff shall maintain a cumulative accounting of allocations to projects by jurisdiction, adding allocations to jurisdictions' accounts each year. Measure I funds shall be retained by SANBAG until reimbursed to jurisdictions based on invoices received.

Policy VVMLH-7: Each year, SANBAG staff will compile a list of each jurisdiction and the cumulative amount of Major Local Highway funds received for projects. This list will be used by members of the subarea and the Mountain/Desert Committee to make their allocation recommendation to the SANBAG Board of Directors.

Policy VVMLH-8: Equitable shares may be adjusted based on annexation of unincorporated areas into a city or the incorporation of previously unincorporated areas into a new city.

#### **B. Development Fair Share Contribution**

Policy VVMLH-9: Development Fair Share Contribution is required by Measure I 2010-2040 for Major Local Highway Projects covered under the Development Mitigation Nexus Study for the urbanized areas or a Traffic Impact Analysis in the non-urban areas, excluding any eligible freeway mainline projects. Development fair share for arterials, interchanges and railroad grade crossings are determined by the most recent version of the Nexus Study adopted by the SANBAG Board of Directors in the urbanized Victor Valley or by a Traffic Impact Analysis as required by the SANBAG Congestion Management Program in the non-urbanized areas.

Policy VVMLH-10: Jurisdictions may borrow from other internal accounts (i.e. within their own jurisdictions) to fund the required development fair share for projects. The internal accounts shall be reimbursed by development mitigation as development occurs..

#### **C. Cost Reimbursement**

Policy VVMLH-11: The Major Local Highway program shall be administered as a cost reimbursement program. Sponsoring agencies shall enter into Project Funding Agreements with SANBAG prior to receiving authorization from SANBAG to expend funds. Following the authorization to expend funds, the sponsoring agency may incur expenses for the components of the project identified in the scope of work included in the Project Funding Agreement.

Policy VVMLH-12: On an exception basis and subject to SANBAG Board approval, the advanced reimbursement of anticipated expenses may be permissible. Only the right-of-way and construction phases are eligible and are subject to the conditions stated below.

- **Right-of-way:** Only right-of-way transactions in excess of \$500,000 shall be considered for advance reimbursement. The advanced reimbursement shall be based on an accepted written appraisal or sales contract. Adjustments to this estimate based on actual costs shall be reconciled with SANBAG within 30 days of close of escrow and subject to the provisions governing right-of-way purchase established in Policy VVMLH-23.
- **Construction:** The advanced reimbursement shall be based on an awarded construction contract in excess of \$10,000,000. The amount to be advanced to the local jurisdiction shall not be greater than 10% of the public share of total project cost or of three months estimated peak burn rate for the project, whichever is less. The advanced reimbursement shall be used to help provide liquidity to the local jurisdiction for payment to the contractor and shall be reconciled at the end of the construction phase of the project. SANBAG shall reimburse jurisdiction invoices, in addition to the advanced reimbursement amount, until the public share amount remaining in the contract is equivalent to the advanced reimbursement, after which the advanced reimbursement shall satisfy SANBAG reimbursement requirements.



Policy VVMLH-13: A local jurisdiction may begin expenditure of funds following the execution of the Project Funding Agreement. The Project Funding Agreement shall include the scope of work for a project or project phase and a commitment to provide the development share of the funding through all the phases of the project, as required by Policy VVMLH-9. The Project Funding Agreement shall be executed by the local jurisdiction and SANBAG prior to the expenditure of funding on any phase of the project. Local jurisdictions shall not be reimbursed for any costs incurred prior to the execution of the Project Funding Agreement.

Policy VVMLH-14: Local jurisdictions that desire to deliver a Major Local Highway project to which funds cannot be allocated in a given year shall be eligible for reimbursement through an Advance Expenditure Agreement.

#### **D. Local Jurisdiction Invoices**

Policy VVMLH-15: Local jurisdictions shall submit invoices to SANBAG for actual expenditures incurred for components of a project as identified in the scope of work included in the Project Funding Agreement. Invoices may be submitted to SANBAG no more frequently than monthly.

Policy VVMLH-16: Local jurisdictions shall provide adequate documentation to substantiate the costs included in the invoice. At a minimum, the jurisdiction must submit the invoice provided by the contractor to the agency, which shall include unit costs, quantities, labor rates and other documentation, as appropriate, to substantiate expenses incurred by the contractor.

Policy VVMLH-17: The sponsoring agency shall be reimbursed for the actual project costs minus the development mitigation fair share percentage documented in the SANBAG Development Mitigation Nexus Study, up to the limit of Measure I Major Local Highway funding specified in the Project Funding Agreement.

#### **E. Local Jurisdiction Reimbursement Schedule**

Policy VVMLH-18: SANBAG shall reimburse the local jurisdiction for eligible expenditures within 30 days of receiving a complete and satisfactory invoice package.

#### **F. Development Mitigation Fair Share Credit Agreements**

Policy VVMLH-19: Local jurisdictions and developers shall be allowed to enter into credit agreements or other arrangements approved by the City Council/Board of Supervisors. Such agreements will be strictly between the local jurisdiction and the developer. Jurisdictions are advised to provide these credit agreements to SANBAG for review to ensure they are structured in a way that will adequately document private share costs for which the jurisdiction desires credit.

Policy VVMLH-20: A copy of the credit agreement or other arrangement and invoices to substantiate quantities and unit costs for a Nexus Study project included in a credit agreement or other arrangement shall be provided when a local jurisdiction submits an invoice for reimbursement.

Policy VVMLH-21: Local jurisdictions that submit an invoice involving a credit agreement or other arrangement shall separate the development mitigation portion of construction costs from any non-development mitigation portion of the development project in a verifiable fashion.

Policy VVMLH-22: Reimbursement shall occur for only the public share of the Nexus Study project costs

#### **G. Ineligible Expenditures**

Policy VVMLH-23: The following costs are ineligible for reimbursement:

- Additional environmental or architectural enhancement not required as part of the mitigation established in the environmental document(s) prepared for a project.
- Project oversight costs, with the exception of construction support costs
- Property acquired through the right-of-way acquisition process that is not required for the actual construction of a project. SANBAG will either:
  1. Reimburse the jurisdiction for the public share of the portion of the property acquisition required for the project, with the "project portion" calculated as the sales price times the percentage of the acreage actually required for the project, or

2. At the request of the jurisdiction, reimburse based on the difference between the total sales price of the parcel and the residual value of the excess land not needed for the construction of the project, as determined by a qualified appraisal.
- Additional project scope not included in the Project Funding Agreement between the sponsoring agency and SANBAG, except when SANBAG and the local agency mutually agree to a project scope change and amend the Project Funding Agreement.

#### **H. Construction Cost Overruns**

Policy VVMLH-24: Jurisdictions shall bear full responsibility for construction cost overruns, which is established as any amount in excess of the total cost of the accepted bid and contingencies up to 10% of the construction bid. On an exception basis, SANBAG and the local jurisdiction may agree to the modification of the project scope, and the jurisdiction may be reimbursed for the public share of the additional costs pursuant to an amendment to the Project Funding Agreement. On an exception basis, SANBAG and the local jurisdiction may agree to the modification of the project scope, and the jurisdiction may be reimbursed for the public share of the additional costs pursuant to an amendment to the Project Funding Agreement.

#### **I. SANBAG Project Management**

Policy VVMLH-25: SANBAG may manage development and delivery of Major Local Highway projects when requested to do so by the sponsoring jurisdiction. In such cases, SANBAG's costs for project management shall be borne by the sponsoring agency.

Policy VVMLH-26: The following conditions are established for projects under SANBAG project management:

- The sponsoring agency must submit a written request for SANBAG oversight of the project
- SANBAG staff or SANBAG consultants must have available staff resources for project management
- The sponsoring agency shall pay actual SANBAG project oversight costs, to be estimated in advance by SANBAG, as documented by the SANBAG financial management system.

#### **J. Cost Buy-down for Projects with a Development Share Contribution**

Policy VVMLH-27: State, federal, or private funds may be used to buy down either the total cost of a project, the public share of the project cost, or the development share of the project cost based on the following criteria:

1. Funds that buy down the total cost of the project (after which the development fair share percentage is applied) include State grants and Federal Congressional earmarks (through appropriations process, competition, etc.) from transportation sources that are not allocated or approved by SANBAG (e.g., IM, Demo, TEA (Caltrans allocation), TCRP with local agency listed as lead, PUC, HBRR, and railroad contributions).
2. Funds considered part of the public share of the project cost include apportionments or allocations of State or federal transportation funds to SANBAG for funding of projects, whether managed by SANBAG or local agency (e.g., TCRP and PNRs for Alameda Corridor East, CMIA, TCIF, SLPP), and State allocation and Federal apportionment by SANBAG (e.g., STIP, CMAQ, STP, TEA (SANBAG Allocation), TDA).
3. Funds that buy down the development share of the project cost include other state or federal appropriations of funding to a project from a non-transportation source (e.g., HUD, BIA, DOD).

#### **K. Measure I Reserve**

**Policy VVMLH-28:** SANBAG shall budget for a reserve for the Victor Valley subarea equivalent to 20% of the annual Measure I revenue from the Victor Valley Major Local Highways Program.

**Policy VVMLH-29:** The 20% reserve shall be established with the first year of Measure I 2010-2040 apportionment, and escalated annually to remain proportional to the growth in annual Measure I revenue.

**Policy VVMLH-30:** The reserve may be used to:

- Advance federal or state funds that require reimbursement.
- Manage cash flow for the Victor Valley Major Local Highways Program.
- Cover unforeseen expenses associated with projects that received an allocation of Measure I 2010-2040 funds.
- Leverage other state or federal funds to which SANBAG might otherwise lose access.

**Policy VVMLH-31:** Should Measure I reserves be used, revenue accrual within the year or revenue from the subsequent year's apportionment will be used to replenish the reserve.

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#### **V. REVISION HISTORY**

<b>Revision No.</b>	<b>Revisions</b>	<b>Adopted</b>
0	Adopted by the Board of Directors.	04/01/2009
1	Amended to include policies VVMLH-28 through VVMLH-31 establishing and maintaining a Measure I reserve.	

San Bernardino Associated Governments	Policy	40017
Adopted by the Board of Directors April 1, 2009	Revised	DRAFT 7/7/10 4/1/2009
<b>Rural Mountain/Desert Subareas Major Local Highways (MDMLH) Program Measure I 2010-2040 Strategic Plan</b>	Revision No.	1 0

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## I. PURPOSE

The purpose of this policy is to establish the requirements for administration of the Colorado River, Morongo Basin, Mountain, and North Desert Subareas Major/Local Highways Program for Measure I 2010-2040. The policy establishes the fund apportionment and allocation process, project eligibility, reimbursement mechanisms, limitations on eligible expenditures, and the role of SANBAG. The program will be funded by 25% of the total Measure I 2010-2040 revenue collected in each rural Mountain/Desert subarea. Each rural Mountain/Desert Major Local Highway program will be used by local jurisdictions to fund projects of benefit to the subarea.

## II. REFERENCES

Ordinance No. 04-01 of the San Bernardino County Transportation Authority, Exhibit A – Transportation Expenditure Plan

## III. DEFINITIONS

**Major Local Highways Projects:** Major streets and highways serving as primary routes of travel within the subarea, which may include State highways and freeways, where appropriate. These funds may also be used to leverage other state and federal funds for transportation projects and to perform planning/project reports.

**Development Share:** The percentage share of total project cost assigned as the development contribution percentage as listed in the SANBAG Nexus Study.

**Public Share** – The share of project cost calculated as the total cost of the project minus the developer share.

## IV. POLICIES FOR THE RURAL MOUNTAIN/DESERT SUBAREAS MAJOR/LOCAL HIGHWAYS PROGRAM

### A. Major/Local Highways Allocation

Policy MDMLH-1 - The Major/Local Highways Program of the Rural Mountain/Desert Subareas shall be funded from 25% of the Measure I 2010-2040 revenue collected within the subareas. This amount shall be reserved in a special account to be expended on Major/Local Highway Projects of benefit to the subareas. Major/Local Highway Projects are defined as major streets and highways serving as primary routes of travel within each of the subareas, which may include State highways and freeways. Where appropriate, Major/Local Highway Projects funds can be utilized to leverage other state and federal funds for transportation projects and to perform advance planning/project reports.

Policy MDMLH-2 - Major/Local Highways funds shall be allocated to each jurisdiction over the 30-year life of the Measure, subject to the qualifications stated in the policies below.

- a. Allocations through the term of the Measure shall be made factoring in geographic equity throughout the subarea as adjusted to account for the time-value of money, per Policy MDMLH-4 listed below.
- b. Allocations shall be made to projects from candidate project lists developed in cooperation with transportation planning partners.
- c. Allocations should serve to maximize leveraging of private, local, Federal, and State dollars, with particular attention to leveraging of Interregional Transportation Improvement Program Funds on the Interregional Road System.
- d. Allocations shall be made with an objective of delivering projects at the earliest possible date.
- e. SANBAG shall actively engage in planning and project delivery of Major/Local highway Projects in collaboration with local jurisdictions and Caltrans in a manner which will minimize the time and cost of project delivery.

Policy MDMLH-3 - A master list of projects eligible for Major/Local Highways Program funding shall be maintained and periodically updated by each subarea. The list shall be consistent with the project eligibility criteria in Policy MDMLH-1 and shall be approved by the SANBAG Board, based on a recommendation of the subarea representatives and the Mountain/Desert Committee. In preparing the list for each subarea, input shall be considered from the local jurisdictions and from other public and private stakeholders, such as Caltrans, neighboring counties, transit agencies, federal agencies, business interests and other non-governmental organizations. The list shall represent the list of eligible projects and shall not represent a commitment by SANBAG to fund all or a portion of those projects. Funding commitments will be managed under the terms of Policy MDMLH-6 shown below.

Policy VVMLH-4 - Adjustments for the time-value of money referenced in shall be based on comparisons of the net present value of Measure I Major/Local Highway Program expenditures by jurisdiction, calculated using a discount rate based on the annual change in the Consumer Price Index for Southern California, as maintained by the California Department of Finance. The expenditure date shall be based on the date of consultant/contractor invoices provided to SANBAG for reimbursement on eligible Major/Local Highways Program projects.

Policy MDMLH-5 - By September 30 of each year, jurisdictions desiring an allocation of Measure I MLH funds should submit a written request to SANBAG specifying the scope of the project and the requested amount, and other sources required to fully fund the projects, including development mitigation funds. The project for which a request is made must be included on the master list referenced in Policy MDMLH-3. This request will be transmitted by SANBAG to subarea representatives, who will then consider the request and make a recommendation to the Mountain/Desert Committee. The Mountain/Desert Committee shall consider the request and make a recommendation to the SANBAG Board in time for the Board's consideration for the annual apportionment and allocation process in February and March of each year. Jurisdictions in the Rural Mountain/Desert Subareas may make such requests at any time, but sequencing the request with the annual apportionment process is preferred.

Policy MDMLH-6 - The SANBAG Board of Directors shall apportion funds to the Major Local Highways Program in the rural Mountain/Desert subareas by its February meeting, so that budget documents can be prepared for the subsequent fiscal year, based on a recommendation of the subarea representatives and the Mountain/Desert Committee. The subarea and Mountain/Desert Committee recommendation shall be informed by requests of Measure I funds, the status of equitable share percentages from prior years, SANBAG's forecast of Measure I revenue that may be available for the Major/Local Highways Program, and SANBAG's assessment of opportunities for leveraging of State and federal funds. The recommendation shall include a table of project phases recommended for funding, project costs, Measure I requests, other funding sources, and the allocation of costs to jurisdictions, at a minimum. SANBAG staff shall maintain a cumulative accounting of allocations to projects by jurisdiction, adding allocations to jurisdictions' accounts each year. Measure I funds shall be retained by SANBAG until reimbursed to jurisdictions based on invoices received.

## **B. Development Fair Share Contribution**

Policy MDMLH-7 - Contributions from new development are required by Measure I 2010-2040 for Major/Local Highway Projects that have development mitigation identified by a Traffic Impact Analysis, excluding any eligible freeway mainline projects. Each jurisdiction in these subareas is required to submit a Traffic Impact Analysis for development projects in their community. The Traffic Impact Analysis must be prepared in accordance with the guidelines found in Exhibit C of the SANBAG Congestion Management Plan. The Traffic Impact Analysis will determine what, if any, development mitigation is required to be collected and applied toward Major/Local Highway Projects.

Jurisdictions may also elect to determine development mitigation requirements by sponsoring an amendment to the SANBAG Nexus Study. The Nexus Study must be done with the agreement of all jurisdictions in the subarea. If this method is chosen, then the Nexus Study will list the eligible projects and the required amounts of development mitigation.

Policy MDMLH-8 - Jurisdictions may borrow from other internal accounts (i.e. within their own jurisdictions) to fund the required development fair share for projects. The internal accounts shall be reimbursed by development mitigation as development occurs..

## **C. Cost Reimbursement**

Policy MDMLH-9 - The Major/Local Highway program shall be administered as a cost reimbursement program. Sponsoring agencies shall enter into Project Funding Agreements with SANBAG prior to receiving authorization from SANBAG to expend funds. Following the authorization to expend funds, the sponsoring agency may incur expenses for the components of the project identified in the scope of work included in the Funding Agreement.

Policy MDMLH-10 - On an exception basis and subject to SANBAG Board approval, the advanced reimbursement of anticipated expenses may be permissible. Only the right-of-way and construction phases are eligible and are subject to the conditions stated below.

- **Right-of-way:** Only right-of-way transactions in excess of \$500,000 shall be considered for advance reimbursement. The advanced reimbursement shall be based on an accepted written appraisal or sales contract. Adjustments to this estimate based on actual costs shall be reconciled with SANBAG within 30 days of close of escrow and subject to the provisions governing right-of-way purchase established in Policy MDMLH-20.
- **Construction:** The advanced reimbursement shall be based on an awarded construction contract in excess of \$10,000,000. The amount to be advanced to the local jurisdiction shall not be greater than 10% of the public share of total project cost or of three months estimated peak burn rate for the project, whichever is less. The advanced reimbursement shall be used to help provide liquidity to the local jurisdiction for payment to the contractor and shall be reconciled at the end of the construction phase of the project. SANBAG shall reimburse jurisdiction invoices, in addition to the advanced reimbursement amount, until the public share amount remaining in the contract is equivalent to the advanced reimbursement, after which the advanced reimbursement shall satisfy SANBAG reimbursement requirements.

Policy MDMLH-11 - A local jurisdiction may begin expenditure of funds following the execution of the Project Funding Agreement. The Project Funding Agreement shall include the scope of work for a project or project phase and a commitment to provide the development share of the funding through all the phases of the project, as required by Policy MDMLH-7. The Project Funding Agreement shall be executed by the local jurisdiction and SANBAG prior to the expenditure of funding on any phase of the project. Local jurisdictions shall not be reimbursed for any costs incurred prior to the execution of the Project Funding Agreement.

Policy MDMLH-12 - Local jurisdictions that desire to deliver a Major/Local Highway Project to which funds cannot be allocated in a given year shall be eligible for reimbursement through an Advance Expenditure Agreement.

## **D. Local Jurisdiction Invoices**

Policy MDMLH-13 - Local jurisdictions shall submit invoices to SANBAG for actual expenditures incurred for components of a project as identified in the scope of work included in the Project Funding Agreement. Invoices may be submitted to SANBAG no more frequently than monthly.

Policy MDMLH-14 - Local jurisdictions shall provide adequate documentation to substantiate the costs included in the invoice. At a minimum, the jurisdiction must submit the invoice provided by the contractor to the agency, which shall include unit costs, quantities, labor rates and other documentation, as appropriate, to substantiate expenses incurred by the contractor.

Policy MDMLH-15 - The sponsoring agency shall be reimbursed for the actual project costs minus the development mitigation fair share amount documented in the SANBAG Development Mitigation Nexus Study or in the Traffic Impact Analysis completed under the terms of the SANBAG Congestion Management Plan, up to the limit of Measure I Major/Local Highway funding specified in the Project Funding Agreement.

#### **E. Local Jurisdiction Reimbursement Schedule**

Policy MDMLH-16 - SANBAG shall reimburse the local jurisdiction for eligible expenditures within 30 days of receiving a complete and satisfactory invoice package.

#### **F. Development Mitigation Fair Share Credit Agreements**

Policy MDMLH-17 - Local jurisdictions and developers shall be allowed to enter into credit agreements. Such agreements will be strictly between the local jurisdiction and the developer. Jurisdictions are advised to provide these credit agreements to SANBAG for review to ensure they are structured in a way that will adequately document private share costs for which the jurisdiction desires credit.

Policy MDMLH-18 - A copy of the credit agreement and invoices to substantiate quantities and unit costs for a project included in a credit agreement shall be provided when a local jurisdiction submits an invoice for reimbursement.

Policy MDMLH-19 - Local jurisdictions that submit an invoice involving a credit agreement shall separate the development mitigation portion of construction costs from any non-development mitigation portion of the development project in a verifiable fashion.

#### **G. Ineligible Expenditures**

Policy MDMLH-20 - The following costs are ineligible for reimbursement:

- Additional environmental or architectural enhancement not required as part of the mitigation established in the environmental document(s) prepared for a project.
- Project oversight costs, with the exception of construction support costs
- Property acquired through the right-of-way acquisition process that is not required for the actual construction of a project. SANBAG will either:
  1. Reimburse the jurisdiction for the public share of the portion of the property acquisition required for the project, with the "project portion" calculated as the sales price times times the percentage of the acreage actually required for the project, or
  2. At the request of the jurisdiction, reimburse based on the difference between the total sales price of the parcel and the residual value of the excess land not needed for the construction of the project, as determined by a qualified appraisal.
- Additional project scope not included in the Project Funding Agreement between the sponsoring agency and SANBAG except when SANBAG and the local agency mutually agree to a project scope change and amend the Project Funding Agreement.

#### **H. Construction Cost Overruns**

Policy MDMLH-21 - Jurisdictions shall bear full responsibility for construction cost overruns, which is established as any amount in excess of the total cost of the accepted bid and contingencies up to 10% of the construction bid. On an exception basis, SANBAG and the local jurisdiction may agree to the modification of the project scope, and the jurisdiction may be reimbursed for the public share of the additional costs pursuant to an amendment to the Project Funding Agreement. On an exception basis, SANBAG and the local jurisdiction may agree to the modification of the project scope, and the jurisdiction may be reimbursed for the public share of the additional costs pursuant to an amendment to the Project Funding Agreement.

#### **I. SANBAG Project Management**

Policy MDMLH-22 - SANBAG may manage development and delivery of Major/Local Highway projects when requested to do so by the sponsoring jurisdiction. In such cases, SANBAG's costs for project oversight shall be borne by the sponsoring agency.

Policy MDMLH-23 - The following conditions are established for projects under SANBAG project management:

- The sponsoring agency must submit a written request for SANBAG oversight of the project.
- SANBAG staff or SANBAG consultants must have available staff resources for project management.
- The sponsoring agency shall pay actual SANBAG project oversight costs, to be estimated in advance by SANBAG, as documented by the SANBAG financial management system.

#### **J. Measure I Reserve**

**Policy MDMLH-24: SANBAG shall budget for a reserve for the each rural mountain/desert subarea equivalent to 20% of the annual Measure I revenue from each Major Local Highways Program.**

**Policy MDMLH-25: The 20% reserve shall be established with the first year of Measure I 2010-2040 apportionment, and escalated annually to remain proportional to the growth in annual Measure I revenue.**

**Policy MDMLH-26: The reserve may be used to:**

- Advance federal or state funds that require reimbursement.
- Manage cash flow for each Major Local Highways Program.
- Cover unforeseen expenses associated with projects that received an allocation of Measure I 2010-2040 funds.
- Leverage other state or federal funds to which SANBAG might otherwise lose access.

**Policy MDMLH-27: Should Measure I reserves be used, revenue accrual within the year or revenue from the subsequent year's apportionment will be used to replenish the reserve.**

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#### **V. REVISION HISTORY**

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	04/01/2009
1	Amended to include policies MDMLH-24 through MDMLH-27 establishing and maintaining a Measure I reserve.	



# **DISCUSSION ITEMS**

## *Minute Action*

### AGENDA ITEM: 18

**Date:** July 7, 2010

**Subject:** Assignment of Freeway Service Patrol (Beat 4) Contract

**Recommendation:**\* Approve Amendment No. 1 to Contract No. 10-081 approving the assignment of Beat 4 Freeway Service Patrol (FSP) Contract from Roy & Dot's Truck Specialties, Inc., to DK&J Enterprises Inc., DBA Roy & Dot's Towing.

**Background:**\* San Bernardino Associated Governments (SANBAG) operates a fleet of Freeway Service Patrol tow trucks that roam urban freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. The stretch of highway that the fleet roams up and down is referred to as a "Beat." San Bernardino began its program in January 2006 and now has eight separate Beats in operation and on average assists more than 3,000 motorists each month.

Their initial three-year contract is from January 4, 2010 through December 31, 2012 for FSP services on Beat 4 (located on SR 60 between the Los Angeles/San Bernardino County-line to Milliken Avenue). The contract was awarded through a competitive process.

Toward the end of June, 2010, Roy & Dot's Truck Specialties, Inc., notified SANBAG that Roy & Dot's Truck Specialties, Inc., was going to transfer its towing division over to DK & J Enterprises Inc., DBA Roy & Dot's Towing. Roy & Dot's Towing has assured us that the transfer will not impact the tow division or services at all. The new company, Roy & Dot's Towing, has agreed to all the terms and conditions outlined in the current contract, has agreed to maintain

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*Approved*  
*Board of Directors*

*Date:*

*Moved:*

*Second:*

*In Favor:      Opposed:      Abstained:*

*Witnessed:* \_\_\_\_\_

current staffing efforts on the program and has assured that the program will continue without any disruption to service levels.

The original Roy & Dot's Truck Specialties, Inc. contract (10-081) contains the following clause:

**3.18.2 Assignment or Transfer.** CONTRACTOR shall not assign hypothecate, or transfer, either directly or by operation of law, this Contract or any interest herein, without the prior written consent of SANBAG. Any attempt to do so shall be null and void, and any assignees, hypothecates transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. Notwithstanding the foregoing, SANBAG may transfer or assign any and all of its rights and obligations under this Contract, including, without limitation the rights to terminate this Contract, as assigned, pursuant to Section 3.15 hereof.

Therefore, Staff recommends that the Board approve the assignment of the Roy & Dot's Truck Specialties, Inc. Contract (10-081) to DK & J Enterprises Inc., DBA Roy & Dot's Towing, based on the terms and conditions outlined in the attached Contract Amendment (Attachment 1). As a result, there should not be any disruption to the services provided to County motorists, and all terms and conditions of the Contract will continue with the new organization providing those services.

- Financial Impact:*** The assignment of this Contract has no impact on the current SANBAG budget as all terms and conditions of the current contract apply to the Assigned Contractor. Funds for the FSP program have been budgeted in Task 70411000, 80% funded with State FSP funding and 20% DMW Fees (call box revenue).
- Reviewed By:*** Item has not been reviewed by a Policy Committee due to time constraints. Item to be reviewed at Board on July 7, 2010. The Contract amendment has been reviewed by Legal Counsel as to form.
- Responsible Staff:*** Kelly Lynn, Air Quality/Mobility Programs Administrator

**SANBAG Contract No. C10081(1000191)**

by and between  
 San Bernardino Service Authority for Freeway Emergencies  
 and  
 DK & J Enterprises, Inc., dba Roy & Dot's Towing  
 for  
 Freeway Service Patrol (Beat 4)

<b>FOR ACCOUNTING PURPOSES ONLY</b>						
<input checked="" type="checkbox"/> Payable	Vendor Contract # <u>1000191</u>		Retention:		<input type="checkbox"/> Original	
<input type="checkbox"/> Receivable	Vendor ID <u>RDTSI(02533)</u>		<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No		<input checked="" type="checkbox"/> Amendment	
Notes:						
Original Contract:		\$ <u>553,500.00</u>	Previous Amendments		\$ <u>0</u>	
			Previous Amendments		\$ _____	
			Contingency / Allowance Total:			
Contingency / Allowance Amount		\$ _____	Current Amendment:		\$ <u>0</u>	
			Current Amendment Contingency / Allowance:		\$ _____	
Contingency Amount requires specific authorization by Task Manager prior to release.						
<b>Contract TOTAL ►</b>					<b>\$ <u>553,500.00</u></b>	
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.						
▼ Include funding allocation for the original contract or the amendment						
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
<u>0704</u>	<u>000</u>	<u>000</u>	<u>5553/52001</u>	<u>0996/22103</u>	<u>State FSP</u>	\$ <u>0</u>
<u>0704</u>	<u>000</u>	<u>000</u>	<u>5553/52001</u>	<u>1060/22003</u>	<u>DMV SAFE</u>	\$ <u>0</u>
_____	_____	_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date:				<u>10/7/09</u>	Contract Start: <u>10/7/09</u>	Contract End: <u>12/31/12</u>
New Amend. Approval (Board) Date:				<u>7/7/10</u>	Amend. Start: <u>7/7/10</u>	Amend. End: <u>12/31/12</u>
Allocate the <b>Total Contract Amount</b> or <b>Current Amendment</b> amount between <b>Approved Budget Authority</b> in the current year and <b>Future Fiscal Year(s) Unbudgeted Obligation</b> .						
Approved Budget Authority ►		Fiscal Year: _____		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ <u>0</u>
		\$ <u>0</u>				
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>704</u> (C-Task may be used here.).						
<input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

<b>CONTRACT MANAGEMENT</b>	
Check all applicable boxes:	
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State/Local Funds
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Underutilized DBE (UDBE)

<b>Task Manager:</b>  Task Manager Signature  Chief Financial Officer Signature	<b>Contract Manager:</b>  Contract Manager Signature  Date
---------------------------------------------------------------------------------------------	------------------------------------------------------------------------

**CONSENT TO ASSIGNMENT AND ASSUMPTION OF THE SAN  
BERNARDINO ASSOCIATED GOVERNMENTS CONTRACT FOR BEAT 4  
FREEWAY SERVICE PATROL (FSP) SERVICES**

This Consent to Assignment and Assumption of Contract No. 10-081 is made and entered into as of July 7, 2010, by and among Roy & Dot's Truck Specialties, Inc. ("Assignor"), DK & J Enterprises Inc., DBA Roy & Dot's Towing ("Assignee"), and San Bernardino Associated Governments ("SANBAG").

WHEREAS, Assignor is the contractor under a Freeway Service Patrol (FSP) Agreement, Contract No. 10-081 ("Contract"), originally dated January 4, 2010, by and between Assignor and SANBAG executed with respect to SANBAG's Freeway Service Patrol System; and

WHEREAS, Assignor agrees to assign its interest in the Contract to Assignee, and, as set forth herein, Assignee agrees to assume all of the obligations of Assignor under the Contract; and

WHEREAS, SANBAG's consent is required for this assignment.

NOW THEREFORE, Assignor, Assignee and SANBAG agree to the following:

1. **Assignment and Assumption.** Assignor hereby grants, transfers, assigns and delegates to Assignee all of its right, title, interest, obligations, duties and responsibilities of Assignor under the Contract, and Assignee accepts such assignment and delegation above, assumes the Contract, agrees to provide all services required under the Contract and agrees to observe and perform directly to SANBAG, all of the other covenants, agreements, duties, representations, warranties, indemnities, and obligations to be observed and/or performed by the Assignor under the Contract.
2. **Consent of SANBAG.** SANBAG hereby consents to the foregoing assignment of the Contract from Assignor to Assignee notwithstanding the existing Contract as if Assignee was the original contractor under the Contract.
3. **Further Actions.** Each of the parties hereto covenants and agrees, at its own expense, to execute this Amendment and deliver such further instruments of transfer and assignment and to take such other action as may be reasonably required to effectively consummate the assignments and assumptions contemplated by this Amendment.
4. **Insurance.** Assignee shall provide within 30 days of execution of this document, all insurance requirements as outlined in Section II.5 of Contract.

5. Notice. Any notice to Assignee shall be at the following address:

DK&J Enterprises, Inc.  
661 West Rialto, Avenue  
Rialto, California 92376

IN WITNESS WHEREOF, this Amendment is executed as of the date first set forth above.

ASSIGNOR:  
Roy & Dot's Truck Specialties, Inc.

By: \_\_\_\_\_  
David McClure, Owner/President


ASSIGNEE:  
DK & J Enterprises Inc., DBA Roy & Dot's Towing

By: \_\_\_\_\_  
David McClure, Owner/President

SANBAG:

\_\_\_\_\_  
By: Brad Mitzelfelt, President

Approved as to Form for SANBAG

  
By: Jean-Rene Basle, SANBAG Legal Counsel

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

### AGENDA ITEM: 19

**Date:** July 7, 2010

**Subject:** Pre-Application for Federal TIGER II Grant

**Recommendation:**\* Approve submittal of pre-applications for Federal TIGER II Grants.

**Background:** The United States Department of Transportation is authorized to award \$600 million in TIGER II grants. As with the TIGER program, funds for the TIGER II program are to be awarded on a competitive basis for projects that will have a significant impact on the Nation, a metropolitan area or a region.

The program requirements for TIGER II require that pre-applications for projects must be submitted by July 16, 2010 at 5:00 p.m. EST. Final applications are due by August 23, 2010, at 5:00 p.m. EST.

To meet the July 16 deadline, the Board will need to provide staff direction related to the TIGER II pre-application. More information pertaining to this agenda item will be provided in advance of the July 2010 Board meeting.

**Financial Impact:** This item has no impact on the current adopted Fiscal Year 2010/2011 Budget. All staff activities are consistent with Task No. 37311000 Federal/State Fund Administration.

**Reviewed By:** This item has not received prior policy committee review. The item is being presented directly to the Board for discussion due to application deadline considerations.

**Responsible Staff:** Deborah Robinson Barmack, Executive Director

*Approved  
Board of Directors*

Date: \_\_\_\_\_

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

Witnessed: \_\_\_\_\_

X	COG	X	CTC	X	CTA		SAFE		CMA
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Check all that apply

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## *Minute Action*

AGENDA ITEM: 20

**Date:** July 7, 2010

**Subject:** Right-of-Way Services Agreement with Omnitrans for the E Street sbX BRT

- Recommendation:** \*
1. Approve Contract No. C10263 between SANBAG and Omnitrans to perform the right-of-way acquisition for the E Street sbX bus rapid transit (BRT) project.
  2. Approve budget amendment to increase the FY 2010/2011 budget for Task No. 315111 Omnitrans in the amount of \$9.9 million, as identified in the Financial Impact Section.

**Background:** Over the past two months, SANBAG staff and Omnitrans staff have been working to determine the best mechanism for acquiring the right-of-way for the E Street sbX line in the cities of San Bernardino and Loma Linda. During the discussions between SANBAG and Omnitrans it was acknowledged that Omnitrans' Joint Powers Authority (JPA) by-laws do not explicitly permit the authority to acquire right-of-way through use of eminent domain. To avoid a potential legal challenge, should eminent domain be required, Omnitrans asked SANBAG for assistance with the right-of-way acquisition.

At the June Board and May Commuter Rail and Transit Committee meetings, a range of alternatives for acquiring the sbX right-of-way were discussed. As the County Transportation Commission (CTC) for San Bernardino County, the Board and Committee, concurred with staff that using SANBAG to perform the right-of-

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_



way acquisition would be the most prudent course of action because doing so would enable Omnitrans to help meet its schedule with FTA. Continuing to meet the schedule for the project better guarantees the timely availability of the FTA Small Starts funding for the project.

At the June 2010 Meeting, the Board also authorized the Administrative Committee to execute the cost neutral agreement between SANBAG and Omnitrans for right-of-way services. After the Board meeting, SANBAG and Omnitrans staff worked to finalize an agreement with the intent for it to be approved by the Administrative Committee in June. However, due to unforeseen time and legal constraints, the agreement was not presented to the Administrative Committee for approval. Staff is currently working with legal counsel to finish preparation of the agreement which is anticipated to be complete prior to the July Board meeting. The Omnitrans Board at their June 2010 meeting authorized their Executive Director to execute the Agreement.

The agreement has not been finalized, but the basic parameters of the agreement are in place. The agreement will be a cost-neutral agreement for SANBAG. Omnitrans will reimburse SANBAG for all expenses associated with the right-of-way acquisition for the E Street sbX, including but not limited to, real property, fees from consultants, legal counsel, and SANBAG staff time as well as other direct costs. For its part, SANBAG will establish the appropriate scope of services needed to acquire the right-of-way for the project. The scope will include consultant support, legal services, establishing the levels of just compensation, negotiations with property owners, and should it be necessary, pursuing acquisition of project property through the use of eminent domain and any associated costs. For consultant support, see separate agenda item.

The estimated total value of the contract is \$9.9 million, with the breakdown as follows: \$6.1 million for real property acquisition, \$2.5 million for legal counsel, \$1.1 million for fees for consultant services and \$200,000 for SANBAG staff time.

***Financial Impact:*** Approval of Contract C10263 is not consistent with the currently adopted 2010/2011 Budget. A budget amendment is required to fund activities under this agreement. An amendment to Task No. 31511000 is needed in the amount of \$9.9 million to the existing Task Budgets for a total task budget of \$9,993,949. The funding source for the Budget Amendment is Omnitrans who will reimburse SANBAG for all costs associated with this contract amendment.

Board Agenda Item  
July 7, 2010  
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***Reviewed By:*** This item has not had prior policy committee review; however, the information supporting this agenda item was reviewed by the Commuter Rail and Transit Committee on May 21, 2010 and by the Board of Directors on June 2, 2010. The Omnitrans Board of Directors has also reviewed and approved the execution of the agreement by their executive director at its June 2 meeting.

***Responsible Staff:*** Mitch Alderman, Director of Transit and Rail Programs

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 21

**Date:** July 7, 2010

**Subject:** Amendment No. 1 to Contract C10079 with HDR Engineering Inc.

**Recommendation:** \*

1. Approve Amendment No. 1 to Contract No C10079 with HDR Engineering Inc., in an amount of \$1,021,704, increasing the total contract amount from \$7,390,150 to \$8,411,854 for costs of acquiring the right-of-way for the Omnitrans E Street sbX project, Task No. 31511000.

**Background:** This is an amendment to an existing agreement. Omnitrans has been working on the final design and right-of-way acquisition for the E Street sbX BRT project. As Omnitrans began preparing to acquire the right-of-way for the project, the agency expressed some uncertainty as to whether or not its Joint Powers Authority (JPA) by-laws explicitly permit their authority to acquire right-of-way through the use of eminent domain. To avoid potential legal challenge, Omnitrans approached SANBAG for the provision of right-of-way acquisition services for sbX project, and a cost neutral contract, Contract No. C10263, was developed and is being considered as part of a separate agenda item for SANBAG to provide the right-of-way acquisition for the project.

HDR Engineering Inc. is already under contract with SANBAG to provide design, environmental, FTA processing, right-of-way acquisition, and land use services for the First Mile Metrolink Extension and Redlands Passenger Rail projects,

\*

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

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38011000  
Attachment:  
C10079-01

which both intersect the sbX project at E Street in San Bernardino. With HDR Inc. already under contract, approving a contract amendment for the right-of-way acquisition for the sbX project and their expertise with the Federal Transit Administration (FTA) represents a significant time savings to Omnitrans as the agency attempts to meet its deadlines for project delivery with the FTA.

The scope of services for the contract is included in Attachment 1 to this agenda item. The major elements of the scope of work include project management and administration, right-of-way negotiations/acquisition, relocation assistance, and condemnation support.

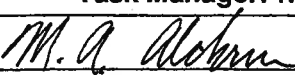
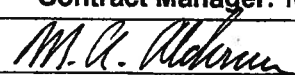

***Financial Impact:*** Omnitrans will reimburse SANBAG for all costs associated with this Amendment through Task No. 31511000, Omnitrans.

***Reviewed By:*** This item in general was reviewed by the Commuter Rail and Transit Committee on May 21, 2010 and by the Board of Directors on June 2, 2010.

***Responsible Staff:*** Mitch Alderman, Director of Transit and Rail Programs

SANBAG Contract No. C10079-01  
by and between  
San Bernardino County Transportation Authority  
and  
HDR Engineering Inc.  
for  
OMNITRANS sbX ROW ACQUISITION

FOR ACCOUNTING PURPOSES ONLY						
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID <u>HDR</u>	Retention: <input type="checkbox"/> Yes ___ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment			
Notes:						
Original Contract: \$ <u>6,990,150</u>		Previous Amendments \$ <u>0</u>				
		Previous Amendments \$ <u>0</u>				
		Contingency / Allowance Total:				
Contingency / Allowance Amount \$ <u>400,000</u>		Current Amendment: \$ <u>1,021,704</u>				
		Current Amendment Contingency / Allowance: \$ <u>0</u>				
Contingency Amount requires specific authorization by Task Manager prior to release.						
<b>Contract TOTAL ►</b>						<b>\$ <u>8,411,854</u></b>
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.						
▼ Include funding allocation for the original contract or the amendment						
Main Task/Project	Level 1	Level 2	Cost Code/Object	Grant ID/Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amendment Amt
<u>0315</u>	<u>000</u>	<u>000</u>	<u>52005</u>	<u>99008</u>	<u>Omnitrans</u>	<u>\$ 1,021,704</u>
Original Board Approved Contract Date: <u>2/3/10</u>				Contract Start: <u>2/8/10</u>		Contract End: <u>2/8/13</u>
New Amend. Approval (Board) Date: <u>7/1/10</u>				Amend. Start: <u>6/11/10</u>		Amend. End: <u>2/8/13</u>
Allocate the <b>Total Contract Amount</b> or <b>Current Amendment</b> amount between <b>Approved Budget Authority</b> in the current year and <b>Future Fiscal Year(s) Unbudgeted Obligation</b> .						
Approved Budget Authority ►		Fiscal Year: <u>10/11</u> \$ <u>1,021,704</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ <u>0</u>
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. ____ (C-Task may be used here.). A budget amendment is required. A Budget Amendment Request is attached.						

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input checked="" type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input checked="" type="checkbox"/> Private <input checked="" type="checkbox"/> Underutilized DBE (UDBE)
<input type="checkbox"/> Federal Funds <input type="checkbox"/> State/Local Funds	
Task Manager: Mitch Alderman	Contract Manager: Mitch Alderman
 Task Manager Signature	 Contract Manager Signature
Date <u>6/23/10</u>	Date <u>6/23/10</u>
 Chief Financial Officer Signature	Date <u>6/23/10</u>

**CONTRACT NO: C10079**

**Amendment No. 1**

**Agreement By And Between**

**San Bernardino  
County Transportation Authority**

**and**

**HDR Engineering Inc.**

This AMENDMENT No. 1 to CONTRACT No. C10079 entered into this 10th day of June, 2010 between the firm of HDR Engineering Inc. (hereafter called CONSULTANT) and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called AUTHORITY):

WITNESSETH,

WHEREAS, AUTHORITY, under Contract No. C10079 ("Contract"), has engaged the services of CONSULTANT to provide design, environmental, FTA processing, right-of-way acquisition and land use services for the Redlands First Mile and Redlands Passenger Rail Projects ("Project"); and,

WHEREAS, the parties hereto desire to amend the aforesaid Contract to amend the scope of work to include right-of-way acquisition for the E Street sbX project in San Bernardino, as detailed in the Scope of Work included as Attachment 1 to this agreement.

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. C10079 as follows:

1. The Scope of Work for Contract No C10079 shall be amended to include all elements of the Scope of Work at the fees for service included as Attachment 1 to this contract.
2. Except as amended by this Amendment, all other provisions of Contract No. C010079 remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year below written, but effective as of the day and year first set forth above.

**San Bernardino Associated Governments**

By: \_\_\_\_\_  
Brad Mitselfelt  
President

Date: \_\_\_\_\_

**HDR Engineering, Inc.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG Counsel

**Attachment 1**  
**OMNITRANS sbX ROW ACQUISITION**  
**SCOPE OF WORK**

**TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION**

This task includes management and administration right of way activities that will be provided by HDR Engineering (HDR) consistent with the technical scope of services and with the requirements of Omnitrans. Management includes overview and coordination of the work with prioritization of schedule and budget. Elements included are: coordination, reporting, quality control (QC), right of way delivery, and cost/schedule monitoring. HDRs Project Manager (PM) will be the single point of contact with SANBAG and will be responsible for the delivery of the project milestones within schedule and budget.

**TASK 1.1 PROJECT ADMINISTRATION**

**Activities**

- HDR will provide management and staff to plan, organize, direct, supervise, and coordinate administrative tasks.
- Contract Administration includes issuance of new or amended work orders, preparing periodic reports, compliance with contract terms and conditions, and contract close-out.
- Accounting/Invoicing includes establishing and maintaining a system of cost accounts to provide monthly invoicing and progress reports for the status of work accomplished.

**Deliverables**

- Monthly invoices and progress reports

**TASK 2 RIGHT-OF-WAY ACQUISITIONS**

This task includes acquiring specified rights in property - including temporary and permanent rights, to accommodate the improvements for this project. This task includes acquisitions/negotiations, relocation assistance, condemnation, and right-of-way management system. The HDR team will act as an agent in representing Omnitrans. All activities will be approved by Omnitrans prior to execution. **The budget is based on the assumption of up to 140 properties for which rights will be acquired. Omnitrans to provide HDR with completed Purchase Offer packages and Appraisals.**

**TASK 2.1 ACQUISITIONS/NEGOTIATIONS**

**Activities**

- Meetings will be arranged for and attended by appropriate HDR team staff. An agenda will be prepared and distributed prior to each meeting. Meeting notes will be prepared and distributed after the meetings. Action item lists will be maintained.
- Omnitrans will provide HDR with a Purchase Offer package for each landowner containing an offer letter and the accompanying regulatory statements and documents. HDR will review



each package for completeness prior to meeting with a property owner.

- Ideally, the acquisition agent will meet in-person with the landowner/representative and present the offer package and explain the acquisition process. The agent will answer questions and seek to resolve concerns that the owner may have. Typically, 30 to 45 days are allowed for negotiations. (Where not possible or convenient to meet personally, the acquisition agent will communicate through other means.
- Good faith negotiations will be documented (including the date, place, and names) and maintained in the parcel file throughout the acquisition process.
- Successful negotiations will result in the execution of a Purchase Agreement.
- Purchase agreements will be delivered to title and escrow subconsultants who will perform all title clearance and other required follow-up.

### **Assumptions**

Up to 20 meetings.

Up to 140 owners with 140 parcels

### **Deliverables**

- Prepare meeting agenda, meeting minutes
- Maintain log of action items and resolutions
- Up to 140 Purchase Agreements
- Up to 140 Closed Escrow Documents
- Up to 140 Title Insurance Reports
- Up to 140 Closed Acquisition Files, including recorded deeds, temporary and permanent easements

## **TASK 2.2 Right of Way Management System (ROWMS)**

### **Activities**

- Implement the HDR proprietary "Right of Way Management System (ROWMS)" database, to track acquisition, relocation, and condemnation milestone dates, status, schedule, and financials
- Generate updated standard reports and summaries up to once per week
- Define and develop up to 5 custom queries and data tables; leveraging information gathered in ROWMS system.
- Define and develop an interactive GIS map linked to the ROWMS; providing information and status per property and accessible through a secured online portal
- Define and develop up to 3 publishable maps in a format suitable for printing and inclusion in formal documents and update up to once per week.
- Post up-to-date reports, project documents, and maps on our secure Workspace website with access provided to designated project team members.

### **Assumptions**

Property owner information will be readily available for input of base tracking records

All updates to the database will be compiled and input by an HDR ROW Tech

GIS data of property boundaries within the project area will be publically available and in a usable format

All data tracking and formal reporting requirements will be met in the Standard "ROWMS" format

### **Deliverables**

- Up to 5 custom queries (delivered in Excel format) will be developed upon request
- Up to 3 publishable map formats will be developed upon request; and will be updated no more than once per month.

## **TASK 3 RELOCATION ASSISTANCE**

### **Activities**

#### **Business Relocation**

- Conduct personal, on-site interviews of prospective business to ascertain relocation needs and special requirements.
- Inform displaced businesses of available relocation assistance services and benefits, and explain relocation process.
- Prepare and distribute Informational Statements, Notices of Eligibility, 90-Day Informational Notices, 30-day Notices to Vacate and other notices, as may be required.
- Assist business in locating replacement business sites and provide a required number of written referrals.
- Provide on-going advisory assistance to business, including lists of qualified movers and vendors.
- Prepare specifications for the move and inventory of personal property, coordinate with appraisers and others in an effort to separate the real property from the personal property inventory.
- Coordinate the walk-through for a minimum of two bids or estimates with movers and the displaced business.
- Monitor the actual move to replacement site and re-establishment activities.
- Recommend eligibility determination for and proposed amount of relocation benefits, including actual and reasonable moving payments, re-establishment payments, and fixed payments.
- Assist relocatees with the preparation of applicable benefit claim forms, proper claimant's signatures on claim forms, documentation and submittal of claim forms for processing and payment.
- Monitor the delivery of benefit checks and other appropriate payments to claimants.
- Maintain relocation diaries and documentation and provide periodic standard status reports.

## **Residential Relocation**

- Interview prospective displacees to ascertain relocation housing needs and verify income and rent/mortgage payments and determine if any special needs exist in the household.
- Inform displacees of available relocation assistance services and benefits, and explain relocation process.
- Provide advisory assistance on an on-going basis, including referrals to and coordination with social service agencies, housing authorities, and any other services, which may be required.
- Prepare notices and deliver required notices, which may include Informational Statements, Notices of Eligibility, 90-Day Informational Notices, 30-day Notices to Vacate and other notices.
- Provide displacee, in writing, with referrals to comparable replacement housing.
- Recommend eligibility determination of each displacee and amount of relocation benefits, including moving payments, rental/down payment assistance, and replacement housing payments and, to the extent possible, include at least three comparables in the computation, and prepare Entitlement Letters for each displacee.
- Conduct “decent, safe, and sanitary” inspections of comparable replacement dwellings and advise displacee of findings.
- Assist relocatees with the preparation of applicable benefit claim forms, proper claimant’s signatures on claim forms, documentation and submittal of claim forms for processing and payment.

## **Deliverables**

- Up to 1 Business Relocation Assistance Files
- Up to 1 Residential Relocation Assistance Files
- Up to 28 Personal Property Relocation Assistance Files

## **Assumptions**

Up to 1 Business Relocation (Auto Repair Shop) and up to 1 Residential Relocation (with multiple tenants) and up to 28 Personal Property Relocations

## **TASK 4 CONDEMNATION SUPPORT**

### **Activities**

- The HDR team will coordinate the Resolution of Necessity notice and hearing.
- A letter of impasse will be issued to the landowner.
- The HDR team will assist with or instigate court filings, service, and motions.
- The condemnation process for acquiring the property will run in parallel with the negotiation process.

### **Deliverables**

- Court Orders of Possession
- Title Insurance

OMNITRANS ACQUISITION PROPOSAL

Tasks / Subtask	Staff Name	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total Hours	Total Cost
1.0 PROJECT MANAGEMENT AND ADMINISTRATION		24	40	352	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	576	\$93,792
1.1 Project Management		24	40																				64	\$12,800
1.2 Project Administration																							160	\$19,200
1.3 OACG				352																			352	\$55,432
2.0 RIGHT-OF-WAY ACQUISITION		0	640	0	1500	1360	1138	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6455	\$699,056
2.1 Acquisition/Negotiations			640		1500	1360	1138																6248	\$676,960
2.4 Right-of-Way Management Tracking																							208	\$20,096
3.0 RELOCATION ASSISTANCE		0	56	0	0	0	120	264	0	0	0	0	0	0	0	0	0	0	0	0	0	0	638	\$76,516
3.1 Business & Residential Relocation			56				80	120															304	\$36,200
3.2 Relocation Assistance for Personal Property			32				40	144															344	\$41,616
4.0 CONDEMNATION SUPPORT		0	438	0	316	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	864	\$112,040
4.1 Condemnation Support			438		316																		864	\$112,040
Total Hours		24	1184	352	1816	1520	1258	264	208	48	160	800	8944											\$ 971,704.00
Mileage and Other Direct Costs																								\$ 80,000.00
TOTAL COMPANY COSTS																								\$ 1,021,704.00

- Assumptions:**
- Acquisition services for up to 140 parcels (All Title Reports, ESAs, Appraisals, RW Maps & Legal Descriptions and Acquisition Packages to be supplied by Omnitrans)
  - Relocation Assistance for up to 2 parcels (1 Business and 1 Residential)
  - Relocation Assistance for Personal Property for up to 28 parcels (20% of total parcels)
  - Condemnation Support for up to 56 parcels (40% of total parcels)
  - Closing costs will be paid directly by Omnitrans and are not included in the above price.
  - Legal costs will be paid directly by Omnitrans and are not included in the above price.
  - The above price does not include Appraisal and Appraisal Review work.
  - The above price does not include Utility Relocation work.
  - The above price does not include Phase 1 Environmental

## *Minute Action*

### AGENDA ITEM: 22

**Date:** July 7, 2010

**Subject:** Hunts Lane Railroad Grade Separation – Hearing to Consider Resolution of Necessity

- Recommendation:\***
1. Acting as the County Transportation Commission, the SANBAG Board will conduct a public hearing to consider condemnation of real property required for the Hunts Lane Grade Separation project in the City of San Bernardino and the City of Colton and,
  2. Adopt Resolution of Necessity (Resolution No. 11-002) authorizing condemnation of real property declaring the following: (2/3<sup>rd</sup> majority vote required for recommendation item 2)
    - a. The public interest and necessity require the project described in the proposed Resolution of Necessity.
    - b. The project is planned and/or located in the manner that will be most compatible with the greatest public good and the least private injury.
    - c. The property to be acquired is necessary for the project.
    - d. An offer required by Section 7267.2 of the Government Code has been made to the owner of record.

\*

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

**Background:**

As part of the Traffic Congestion Relief Program (TCRP) established by Assembly Bill 2928 of 2000, SANBAG was the designated recipient of \$95 million for Alameda Corridor East railroad grade separation projects. The Hunts Lane Union Pacific Railroad (UPRR) crossing at the city boundary of San Bernardino and the City of Colton is one of the five projects identified for funding from the TCRP. Since the renewed availability of TCRP Funds in 2005, SANBAG has made steady progress towards the start of construction on the Hunts Lane Grade Separation. The project has obtained environmental clearance and design is nearing completion.

SANBAG is in the process of acquiring right of way for this grade separation project. Currently, either a signed acquisition agreement or a resolution of necessity has been obtained on all required properties. SANBAG has a signed acquisition agreement on one property, a portion of a common area of a homeowners association in the City of Colton, for which during escrow it was discovered there was a title issue. It appears that title of this parcel was never properly conveyed from the developer to the association. As a result, the association apparently did not have the authority to sign the acquisition document and the developer is no longer in business. Due to the potential time required to sort out the title issues, staff, in conjunction with County Counsel, is recommending proceeding with eminent domain action to acquire the necessary portion of this common area for purposes of keeping the project on schedule.

The acquisition agreement was already signed by the association, so no issues as to the need for the property acquisition are anticipated. The eminent domain action is the best method to insure obtaining timely legal possession of the property. Approval of the resolution today on parcel APN 0164-391-54, listed as being owned by PCB/Lincoln Company, would allow proceeding with obtaining legal title to the required portion of the property. The parcels and affected parties are listed in Exhibit "A".

SANBAG, acting as the County Transportation Commission is authorized to acquire property by eminent domain pursuant to Public Utilities Code 130220.5. The Board adopting a Resolution of Necessity allows for proceeding with the eminent domain process to obtain legal rights to the property allowing the project to be constructed. Since the process takes several months, it is necessary to start this process now to insure that the property is available when construction is slated to start in late 2010/early 2011.

There are four components to the resolution which need to be confirmed for the project. The issue of compensation value for the property is not addressed by this resolution. The four components are listed below.

1. The public interest and necessity require the project.

The project will increase safety and reduce traffic delay with grade separating Hunts Lane and the UPRR tracks.

2. The project is planned and/or located in the manner that will be most compatible with the greatest public good and least private injury.

The project is being constructed on the existing alignment to minimize impacts on adjacent properties.

3. The property is necessary for the project.

While most of the project is being constructed within existing right-of-way, the subject property is needed to allow the construction of certain elements including required utility relocations. The proposed design minimizes the property required, reducing the needed property to a "sliver takes" and temporary easement.

4. An offer has been made to the owner following section 7267.2 of the Government Code.

The listed properties had appraisals completed and then offer letters submitted to the property owners in accordance with the Code.

Upon completion of the project SANBAG will transfer properties acquired for this project to the appropriate local jurisdiction.

**Financial Impact:** This item does not impact the budget. TN 87011000.

**Reviewed By:** This item was reviewed by the Major Projects Committee on June 10, 2010. This item has been reviewed by SANBAG Legal Counsel.

**Responsible Staff:** Garry Cohoe, Director of Freeway Construction

DATED: July 7, 2010

MINUTES OF THE BOARD OF THE SAN BERNARDINO COUNTY TRANSPORTATION  
COMMISSION

RE: RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO  
ACQUIRE PROPERTY FOR HUNTS LANE GRADE SEPARATION PROJECT

On July 7, 2010 motion by \_\_\_\_\_ and seconded by \_\_\_\_\_  
and carried, the following Resolution is adopted:

RESOLUTION NO. 11-002

RESOLVED, by the Board of the San Bernardino County Transportation Commission:

THAT public safety, welfare, convenience, interest and necessity require the acquisition by the San Bernardino County Transportation Commission, of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino and in the City of Colton for the Hunts Lane Grade Separation project.

THAT the San Bernardino County Transportation Commission is authorized to acquire property by eminent domain pursuant to California Public Utilities Code Section 130220.5.

THAT the Board of the San Bernardino County Transportation Commission finds and determines:

- (1) The public interest and necessity require the project described in the proposed Resolution of Necessity; to acquire property in the City of San Bernardino and in the City of Colton.
- (2) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
- (3) The property sought to be acquired is necessary for the project;
- (4) Either an offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record or the offer has not been made because the owner cannot be located with reasonable diligence.

THAT pursuant to Sections 1240.510 and 1250.610 of the Code of Civil Procedure, to the extent that the parcels of land or interest therein are already devoted to a public use, the use to which the property is to be put is a more necessary public use than the use to which the property is already devoted or in the alternative is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the property or interest is already devoted.

THAT pursuant to Section 1240.410 of the Code of Civil Procedure, to the extent that the parcel of land or interest therein leave a "remnant" as defined in said section, such remnant shall be acquired herein in accordance with Sections 1240.410 through 1240.430 of said Code.



BE IT FURTHER RESOLVED that the Board of the San Bernardino County Transportation Commission is hereby authorized to acquire in the name of the San Bernardino County Transportation Commission the following described land by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California, and the Code of Civil Procedure relating to eminent domain.

THAT Counsel for the San Bernardino County Transportation Commission is hereby authorized and instructed to prepare and prosecute, in the name of the San Bernardino County Transportation Commission, such suit or suits in the proper Court having jurisdiction thereof as is necessary to condemn said lands for the purposes hereinabove described.

The real property to which the San Bernardino County Transportation Commission is by this resolution authorized to acquire is situate, lying and being in the City of San Bernardino and the City of Colton, State of California, and is attached as Exhibit "A" and made a part thereof.

PASSED AND ADOPTED by the Board of the San Bernardino County Transportation Commission, State of California, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA                    )  
COUNTY OF SAN BERNARDINO )<sup>ss.</sup>

I, VICKI WATSON, Clerk of the Board of the San Bernardino County Transportation Commission hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board by vote of the members present as the same appears in the Official Minutes of said Board at its meeting of

VICKI WATSON, Clerk of the Board of the San Bernardino County Transportation Commission

By \_\_\_\_\_

**RESOLUTION 11-002, EXHIBIT "A"**

**EMINENT DOMAIN**

**PROJECT: HUNTS LANE GRADE SEPARATION**

**DATED: July 7, 2010**

<b>Parcel No.</b>	<b>APN/OWNER/LESSEES</b>	<b>ADDRESS</b>
52, 52A	0164-391-54 (ptn)  PCB-Lincoln Company, a California Partnership	1582 Parkway Loop, Unit G Tustin, CA 92680
	Stonewood Village Association    Stonewood Community Association	2097 E. Washington Street, Suite 1-E PMB #290 Colton, CA 92324 Attn: Ed Stoner  P. O. Box 200 Mentone, CA 92359 Attn: Kathy Norgard

See legal descriptions on Exhibit A and B for each of these properties on the following pages.

**EXHIBIT "A"**


**Permanent Roadway Easement  
APN 164-391-54**

The east 55.00 feet of Lot A, Tract No. 10307 in the City of Colton, County of San Bernardino, State of California per map recorded in Book 147, Pages 70-72, inclusive, in the office of the County Recorder of said county.

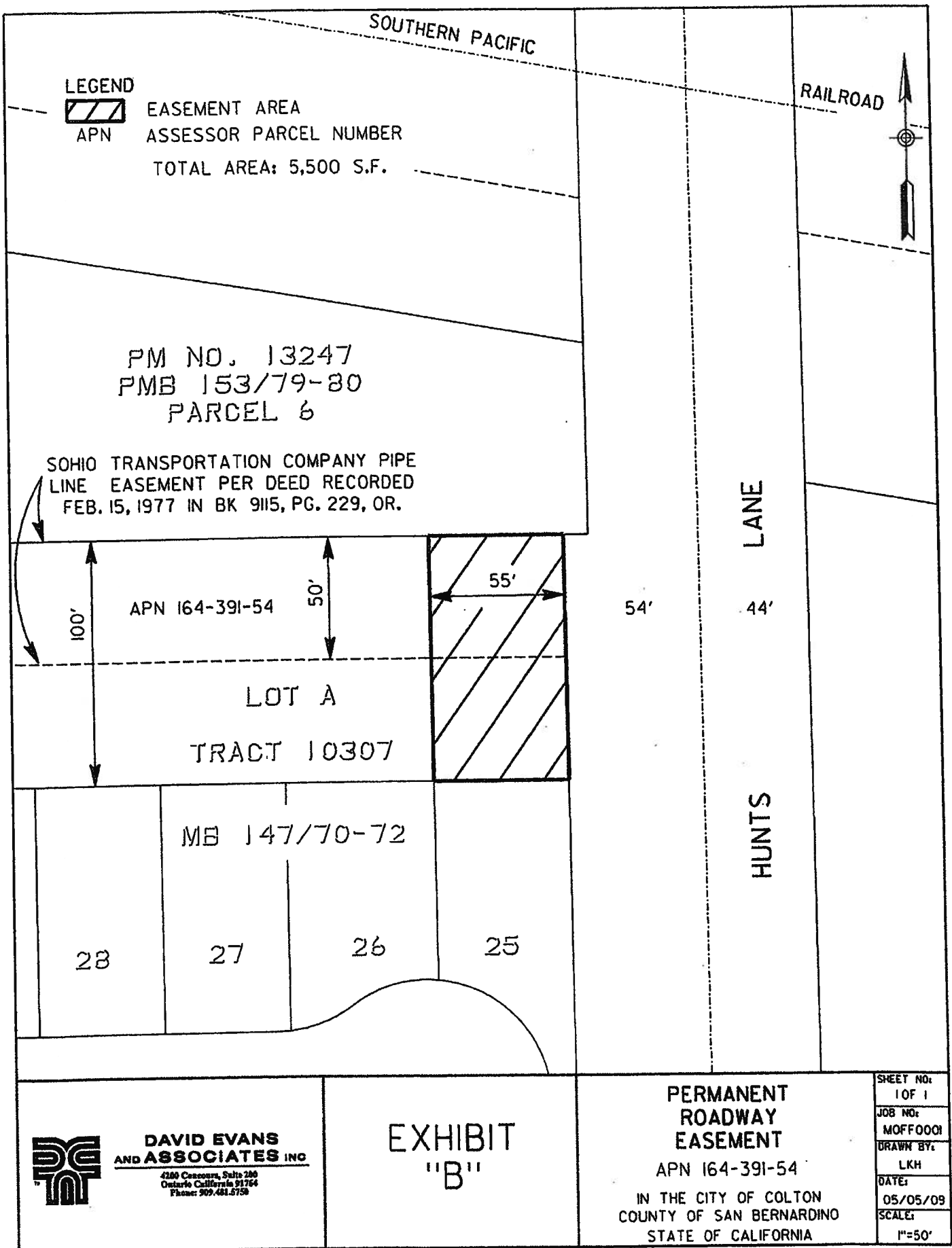
The above-described parcel of land contains approximately 0.13 acres (5,500 square feet).

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

DAVID EVANS AND ASSOCIATES, INC.

 6/16/09  
\_\_\_\_\_  
Lisa M. Henstridge, PLS Date  
L.S. No. 7177 Expires: 12-31-09





**EXHIBIT "A"**

**Temporary Construction Easement  
APN 164-391-54**

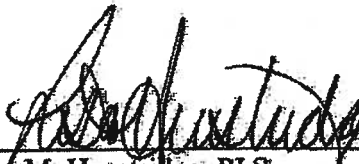
The east 70.00 feet of Lot A, Tract No. 10307 in the City of Colton, County of San Bernardino, State of California per map recorded in Book 147, Pages 70-72, inclusive; in the office of the County Recorder of said county.

Excepting therefrom the east 55.00 feet.

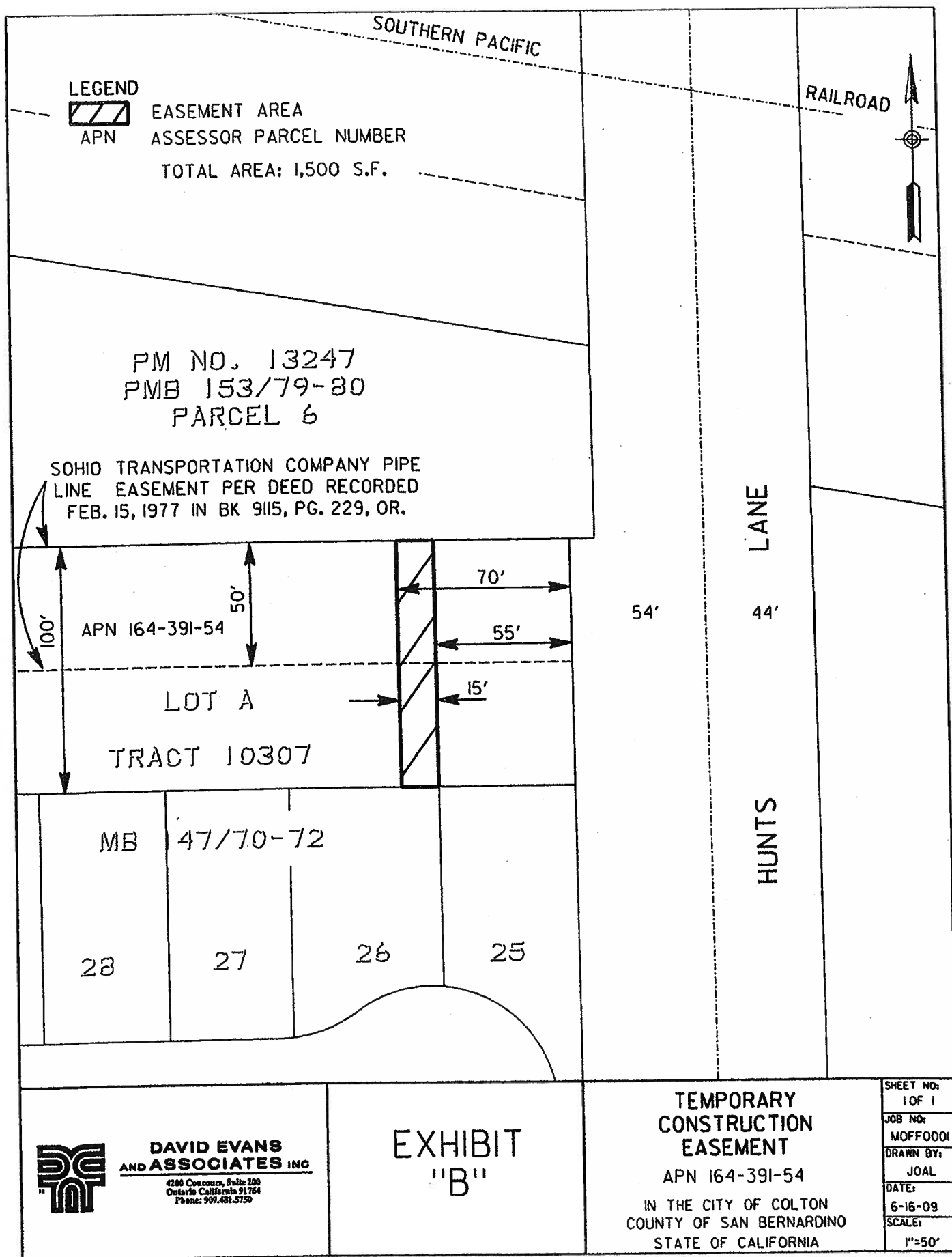
The above-described parcel of land contains approximately 1,500 square feet.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

DAVID EVANS AND ASSOCIATES, INC.

 6/16/09  
\_\_\_\_\_  
Lisa M. Henstridge, PLS Date  
L.S. No. 7177 Expires: 12-31-09





- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 23

**Date:** July 7, 2010

**Subject:** Contract with Kathleen Murphy-Perez for Contract Management Services

**Recommendation:\*** Approve Sole Source Contract C11005 with Kathleen Murphy-Perez to provide Contract Management Services for an amount not to exceed \$300,000.

**Background:** This is a new sole source contract. Currently, the individual departments and individual project managers are responsible, with the assistance of SANBAG Counsel, in preparing procurement and contract documents. While this has served us well, it has not provided consistency throughout the organization. With SANBAG's program increasing over the years in addition to the contract requirements becoming more complex, there is a need to perform an overall evaluation of the procurement and contracting process. This will enable SANBAG to ensure that we are in compliance with funding requirements, minimizing the risk of losing funds and delaying project.

While many of SANBAG's contracts relate to project delivery activities, Kathleen will also provide services for SANBAG's various programs. Her duties will include refining and creating procurement policies and procedures; reviewing documents to ensure they meet the intent and are in the interest of SANBAG; reviewing documents for state and federal procurement requirements; and providing guidance on the procurement process.

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

Contract No.C11005 with Kathleen Murphy-Perez for Contract Management Services is for an amount not-to-exceed of \$300,000, with an expiration date of June 30, 2012. Staff recommends the approval of the contract.

***Sole Source:*** Kathleen Murphy-Perez has the knowledge and experience to develop the structured procurement and contracting process that SANBAG needs. Kathleen has over 25 years of experience in contract and procurement management, with 20 years in the public sector. She provided these services to Orange County Transportation Authority (OCTA) for 14 years, including managing the department. Kathleen comes highly recommended from her previous employees and others in the industry.

Kathleen has extensive unique knowledge and experience in this area. Entering into a contract with Kathleen will be in the best interest of SANBAG as we evaluate our procurement and contract management process to ensure that it is in compliance with all regulations.

***Financial Impact:*** This item is consistent with FY 2010/2011 budget. TN 81511000.

***Reviewed By:*** This item was reviewed and recommended for approval by the Major Projects Committee on June 10, 2010. This item has been reviewed by SANBAG Counsel.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction



SANBAG Contract No. **C11005**  
by and between San Bernardino County Transportation Authority  
and  
Kathleen Murphy-Perez  
for Contract Management Services

FOR ACCOUNTING PURPOSES ONLY						
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID <u>TBD</u>	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment			
Notes:						
Original Contract:           \$ <u>300,000</u>		Previous Amendments                   \$ _____ Previous Amendments                   \$ _____ Contingency / Allowance Total:				
Contingency / Allowance Amount                   \$ _____		Current Amendment:                   \$ _____ Current Amendment Contingency / Allowance:                   \$ _____				
Contingency Amount requires specific authorization by Task Manager prior to release.						
<b>Contract TOTAL ►</b>			<b>\$ <u>300,000</u></b>			
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure. ▼ Include funding allocation for the original contract or the amendment						
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
<u>0815</u>	<u>000</u>	<u>000</u>	<u>52001</u>	<u>99006</u>	<u>Meas I Old</u>	\$ <u>75,000</u>
<u>0815</u>	<u>000</u>	<u>000</u>	<u>52001</u>	<u>99041</u>	<u>Meas I Freeway Projects</u>	\$ <u>75,000</u>
<u>0815</u>	<u>000</u>	<u>000</u>	<u>52001</u>	<u>99042</u>	<u>Meas I Interchange Projects</u>	\$ <u>75,000</u>
<u>0815</u>	<u>000</u>	<u>000</u>	<u>52001</u>	<u>99043</u>	<u>Meas I Major Streets</u>	\$ <u>75,000</u>
Original Board Approved Contract Date: <u>7/7/2010</u>				Contract Start: <u>7/7/2010</u>		Contract End: <u>6/30/2012</u>
New Amend. Approval (Board) Date: _____				Amend. Start: _____		Amend. End: _____
Allocate the <b>Total Contract Amount</b> or <b>Current Amendment</b> amount between <b>Approved Budget Authority</b> in the current year and <b>Future Fiscal Year(s) Unbudgeted Obligation</b> .						
Approved Budget Authority ►		Fiscal Year: <u>10/11</u> \$ <u>200,000</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ <u>100,000</u>
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>81510000</u> (C-Task may be used here.). <input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Underutilized DBE (UDBE)
<input type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State/Local Funds

Task Manager: Garry Cohoe	Contract Manager: Garry Cohoe
 Task Manager Signature	 Contract Manager Signature
 Chief Financial Officer Signature	Date <u>6/21/10</u> <u>6/22/10</u>

**CONTRACT NO. C11005**

**Agreement By and Between**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS  
and**

**Kathleen Murphy-Perez  
For**

**Contract Management Services**

**THIS CONTRACT** is entered into this 7th day of July, 2010 by and between the San Bernardino Associated Governments, hereafter called "AGENCY", and Kathleen Murphy-Perez, hereafter called "CONTRACTOR":

**WITNESSETH,**

**WHEREAS,** the Agency requires professional and consulting services with respect to providing Contract Management services; and,

**WHEREAS,** CONTRACTOR has the skills and knowledge necessary to provide such services to the Agency.

**NOW THEREFORE,** the Parties agree to the following terms and conditions:

**1. CONTRACTOR SERVICES**

CONTRACTOR shall, under the direction of SANBAG's Director of Freeway Construction or his/her designee, provide contract management services for AGENCY's various programs. Contract management services will include, but not be limited to the following tasks:

- Refining and creating procurement policies and procedures.
- Reviewing contract documents for state and federal procurement requirements.
- Providing guidance on the procurement process.

Contractor shall not be considered an employee of AGENCY.

**2. TERM**

This Contract will commence on July 7, 2010, and remain in effect until June 30, 2012 or as terminated as hereinafter provided.

3. **TERMINATION**

Termination for Convenience. AGENCY may terminate this Contract at any time by serving thirty (30) day written notice to this effect on CONTRACTOR. CONTRACTOR shall be paid its costs, including Contract close-out costs, and profit on work performed up to the time of termination.

Termination for Cause. Additionally, in the event of misconduct or the failure to perform required services, AGENCY may immediately terminate this Contract by written notice to CONTRACTOR. CONTRACTOR shall not be reimbursed for any services or expenses beyond the termination date of the Contract and AGENCY shall incur no penalty for exercising its termination rights.

AGENCY's Executive Director shall have the authority in his/her sole discretion to give notice of termination on behalf of the AGENCY.

4. **COMPENSATION**

Total compensation to CONTRACTOR for full and complete performance of AGENCY contract management services and compliance with all the terms and conditions of this Contract, shall not exceed \$300,000.00.

Services to be provided under terms of this Contract are to be provided on an as needed basis and compensated for at the rate of \$100.00 per hour. AGENCY shall not compensate CONTRACTOR for hours travelling to AGENCY from Buffalo, New York. CONTRACTOR shall also not be entitled to any other benefits or compensation not provided for in this Contract.

CONTRACTOR shall be reimbursed for reasonable travel expenses including, airfare, lodging, meals and rental cars for travel between Buffalo, New York and AGENCY offices. Reimbursed expenses will be based on the lowest rates available for airfare at the time of travel. Total reimbursable expenses for travel during the term of the Contract shall not exceed \$60,000.

Billing should be presented no later than 5 calendar days following the end of the billing period (defined as one calendar month). CONTRACTOR shall keep detailed records of all hours of AGENCY contract management services performed and all reimbursable expenses incurred.

- A. AGENCY shall review all billings submitted by CONTRACTOR for accuracy and process payment based thereon to CONTRACTOR in a timely manner.
- B. No taxes will be withheld from CONTRACTOR'S payments since services are performed as an independent contractor. CONTRACTOR shall be responsible for all appropriate tax reporting as an independent contractor.

5. **INSURANCE**

Without in any way affecting the indemnity herein provided and in addition there to, CONTRACTOR shall secure and maintain throughout the term of the CONTRACT the following types of Insurance with limits as shown.

- A. Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premises, Contractual Liability, Personal Injury Liability, Broad-From Property Damage and Independent Contractor's Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 aggregate written on occurrence form.
- B. Comprehensive Automobile Liability Coverage, including owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and in an aggregate written on an occurrence form.

- C. Workers' Compensation/Employers Liability - A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to AGENCY that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the AGENCY.

- D. CONTRACTOR (not including sub-consultants) shall immediately furnish certificates of insurance to AGENCY evidencing the insurance coverage above required. The certificates shall provide that such insurance shall not be terminated without thirty (30) days written notice to AGENCY, and CONTRACTOR shall maintain such insurance from the time this CONTRACT is executed until the completion of such services.
- E. Additional Insured. All policies, except for Workers' Compensation and Professional Liability policies, shall contain endorsements naming AUTHORITY and its officers, employees, agents, and volunteers as additional insureds with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for AUTHORITY to vicarious liability but shall allow coverage for AUTHORITY to the full extent provided by the policy.

6. **INDEMNITY**

CONTRACTOR agrees to defend, indemnify and hold harmless the AGENCY, its authorized officers, agents and employees from any and all claims, actions, damages and/or liabilities, losses, penalties, or fines resulting from any negligent acts, errors or omissions of CONTRACTOR, arising from or alleged to arise from the performance of this Contract including any costs or expenses incurred by AGENCY on account of any claim, except where such indemnification is prohibited by law.

7. **INDEPENDENT CONTRACTOR**

CONTRACTOR is and shall be at all times an independent CONTRACTOR. Accordingly, all services provided by CONTRACTOR shall be done and performed by CONTRACTOR under the sole supervision, direction, and control of CONTRACTOR. AGENCY shall rely on CONTRACTOR for results only and shall have no right at any time to direct or supervise CONTRACTOR or CONTRACTOR's employees in the performance of services or as to the manner, means and methods by which services are performed. All workers furnished by CONTRACTOR pursuant to this CONTRACT, and all representatives of CONTRACTOR shall be and remain employees of CONTRACTOR or of CONTRACTOR's sub-consultant(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of AGENCY.

8. **AGENCY AUTHORITY**

AGENCY's Executive Director shall have full authority to exercise AGENCY's rights under this CONTRACT. CONTRACTOR's reporting relationship shall be with the AGENCY's Director of Freeway Construction, unless otherwise directed by AGENCY's Executive Director.

9. **AMENDMENTS**

CONTRACTOR agrees that any alterations, variations, modification, or waivers of the provisions of this CONTRACT, shall be valid only when reduced to writing and approved by the AGENCY Board of Directors.

10. **ASSIGNMENT**

This CONTRACT is not assignable by CONTRACTOR either in whole or in part without the prior written consent of AGENCY.

11. **DOCUMENTS AND DATA**

All materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, spreadsheets, or data magnetically or otherwise recorded on computer diskettes, prepared by or on behalf of CONTRACTOR under this CONTRACT ("Documents and Data"), shall be made available to AGENCY

at all times during this CONTRACT and shall become the property of AGENCY upon the completion of the term of this CONTRACT, except that CONTRACTOR shall have the right to retain copies of all such Documents and Data for its records. Should CONTRACTOR, either during or following termination of this CONTRACT, desire to use any Documents and Data, it shall first obtain the written approval of AGENCY.

12. **GOVERNING LAW AND VENUE**

This CONTRACT shall be subject to the laws and jurisdiction of the State of California. The parties acknowledge and agree that this CONTRACT was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this CONTRACT will be the San Bernardino District of San Bernardino County.

13. **SUB-CONTRACTING**

CONTRACTOR shall not sub-contract any portion of the work required by this Contract without prior approval of AGENCY. CONTRACTOR is responsible for any and all work performed by subconsultants and is responsible for payment of subconsultants for such work.

**IN WITNESS THEREOF**, the authorized parties have signed below.

**SAN BERNARDINO  
ASSOCIATED GOVERNMENTS**

**Kathleen Murphy-Perez**

\_\_\_\_\_  
Brad Mitzelfelt, President  
SANBAG Board of Directors

\_\_\_\_\_  
Kathleen Murphy-Perez

Approved as to From:

\_\_\_\_\_  
Jean-Rene Basle  
SANBAG Counsel

Date: \_\_\_\_\_

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 25

**Date:** July 7, 2010

**Subject:** Executive Director Contract Amendment

**Recommendation:**\* Approve Amendment No. 2 to Executive Director Employment Contract No. 08-098 with Deborah Robinson Barmack.

**Background:** This is an amendment to an existing employment contract.

**Financial Impact:** To Be Determined.

**Reviewed By:** This item was reviewed by the Administrative Committee on June 9, 2010.

**Responsible Staff:** Brad Mitzelfelt, SANBAG President

\*

*Approved*  
 San Bernardino Associated Governments  
 Board of Directors

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

X	COG	X	CTC	X	CTA	X	SAFE	X	CMA
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Check all that apply

BRD1007A-DRB



# **AGENCY REPORTS**

- 
- San Bernardino County Transportation Commission   ■ San Bernardino County Transportation Authority
  - San Bernardino County Congestion Management Agency   ■ Service Authority for Freeway Emergencies
- 

## **JULY COMMUTER RAIL REPORT**

### **1. PATRONAGE**

#### **San Bernardino Line:**

Patronage on the San Bernardino Line remained about the same as last month but was down almost 6% from the same month last year. Preliminary June data is lower than May with a current average of 11,580 passenger trips per weekday.

San Bernardino Line Saturday patronage was up 12% from April. May 2010 was also 16% stronger than May 2009. June data-to-date shows quite a dip in Saturday ridership, currently averaging 3,412 passenger trips per Saturday.

Sunday ridership showed a 7% increase from last month but an almost 4% decrease from the same month a year ago. As of mid-June, average Sunday ridership is somewhat slower than May with a current average of 2,317 passenger trips per Sunday.

#### **Riverside-Ontario-Los Angeles Line:**

May average daily ridership on the Riverside Line increased just a bit (+1%) from last month but was up 9% in a year-to-year comparison. A preview look at June data shows a slight decrease in patronage with a current average of 5,353 passenger trips per weekday.

#### **Inland Empire-Orange County (IEOC) Line:**

Ridership on the IEOC Line decreased from last month, down 3% from April 2010. Additionally, May 2010 was 3% slower than May 2009. At this point, June patronage is even lower than May with the current daily average at 3,866 passenger trips per weekday.

#### **Total System:**

System wide, average daily ridership increased just slightly (<1%) from April. May 2010 was almost 3% slower than May 2009. Early data for June suggests a small drop in patronage from May with a current average of 40,171 passenger trips per weekday.

**Table 1**

**Average Weekday Daily Ridership\***

	<u>San Bernardino</u>	<u>Riverside</u>	<u>IEOC</u>	<u>Systemwide</u>
May 2010	11,754	5,449	4,089	40,688
May 2009	12,453	4,996	4,226	41,803
% Change	- 5.6%	+ 9.1%	- 3.2%	- 2.7%

\* Adjusted for Holidays

**Table 2**

**Average Weekend Ridership**

	<u>San Bernardino</u> <u>Saturday</u>	<u>San Bernardino</u> <u>Sunday</u>
May 2010	4,197	2,498
May 2009	3,621	2,592
% Change	+ 15.9%	- 3.6%

**2. ON-TIME PERFORMANCE (arrival within 5 minutes of scheduled time)**

**San Bernardino Line:**

On-time performance for the San Bernardino Line remained about the same as last month. Although outbound trains dropped a percentage point, from 97% to 96% on time, inbound trains picked up a point, finishing May on time 97% of the time. Mechanical difficulties caused ten of the thirty-five reported delays.

**Riverside-Ontario-Los Angeles Line:**

On-time performance results were mixed this month for the Riverside Line. Outbound trains picked up two percentage points while inbound trains dropped seven points to finish May 98% and 93% on time, respectively. "Other" operations issues caused four of the ten reported delays and another three delays were due to track difficulties.

**Inland Empire-Orange County (IEOC) Line:**

May on-time performance for the IEOC Line worsened, compared to April. Although southbound trains held steady at 98% on time, northbound trains dropped from 97% on time in April to 91% on time in May. Mechanical difficulties and "other" operations issues each caused four of the sixteen reported delays.

**Table 3**

**On Time Performance**

% of weekday trains arriving w/in 5 min of scheduled time  
(May 2010 vs. May 2009)

	<u>San Bernardino</u>		<u>Riverside</u>		<u>IEOC</u>	
	In	Out	In	Out	So	No
May 2010	97%	96%	93%	98%	98%	91%
May 2009	93%	90%	99%	95%	99%	99%



# South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178  
(909) 396-2000 • www.aqmd.gov

## Members of the Governing Board:

Chairman  
**Dr. William A. Burke**  
Speaker of the Assembly  
Appointee

Vice Chairman  
**Dennis R. Yates**  
Mayor, Chino  
Cities of San Bernardino County

**Michael D. Antonovich**  
Supervisor, Fifth District  
County of Los Angeles

**Marion Ashley**  
Supervisor, 5<sup>th</sup> District  
County of Riverside

**Michael A. Cacciotti**  
Councilmember, South Pasadena  
Cities of Los Angeles County/  
Eastern Region

**Bill Campbell**  
Supervisor, Third District  
County of Orange

**Jane W. Carney**  
Senate Rules Appointee

**Josie Gonzales**  
Supervisor, Fifth District  
County of San Bernardino

**Ronald O. Loveridge**  
Mayor, City of Riverside  
Cities of Riverside County

**Joseph K. Lyou, Ph.D.**  
Governor's Appointee

**Judith Mitchell**  
Councilmember, Rolling Hills Estates  
Cities of Los Angeles County/  
Western Region

**Jan Perry**  
Councilmember, 9<sup>th</sup> District  
City of Los Angeles Representative

**Miguel A. Pulido**  
Mayor, Santa Ana  
Cities of Orange County

June 11, 2010

To: Mayors and Councilmembers

From: **Dennis R. Yates, Mayor/City of Chino**  
Vice Chairman, South Coast AQMD Governing Board  
Representative, Cities of San Bernardino County

Attached are the agenda items and the outcome of the June 4, 2010, AQMD Governing Board meeting, and a preview of the items for discussion at the July 9, 2010 meeting.

## PUBLIC HEARING ITEMS AT JUNE 4, 2010 BOARD MEETING:

### **Amend Rule 317 - Clean Air Act Non-Attainment Fees**

*(Continued from May 7, 2010 Board Meeting by operation of procedures)*

(The newly proposed amendments were designed to comply with Section 185 of the federal CAA and incorporate flexibilities afforded pursuant to recently released guidance by U.S. EPA.) The Board approved the following recommendations by staff: 1) Pursue an Amendment to the CAA; 2) Pursue a Mobile Source Fee; 3) Formally Request AB 118 Credit; 4) Adopt Staff Proposal no later than January 2011 as Last Resort and, additionally to Seek Written Concurrence from U.S. EPA on Staff's Approach.

**Votes: 9 Yes; 0 No; 0 Abstain; 4 Absent**

### **Amend Rule 1143 - Consumer Paint Thinners and Multi-purpose Solvents**

On April 1, 2010, the Los Angeles County Superior Court kept Rule 1143 in effect with the exception of the final VOC limit of 25 g/L for consumer paint thinners and multi-purpose solvents. Staff is proposing to rescind the 25 g/L VOC limit to comply with the judgment and writ issued. This proposed amendment will result in foregoing 3.81 tons per day of VOC emission reductions. Staff, however, plans to readopt the 25 g/L VOC limit subsequent to addressing CEQA-related flammability issues with the use of acetone, as required by the Court.

**Votes: 10 Yes; 0 No; 0 Abstain; 3 Absent**

#### **Amend Regulation XXVII - Climate Change**

(The proposed amendments included adding a greenhouse gas reduction protocol for boiler and process heater efficiency improvements. The proposed amendments would also no longer require CARB approval of protocols, as they are not providing review of voluntary greenhouse gas protocols.) Section VIII of the Draft SCAQMD Protocol and the Resolution for the proposed amended regulation were modified as follows and as set forth in the Errata Sheet for Agenda #36 distributed at the board meeting:

1. *Kindly add the following text to Draft SCAQMD Protocol, Section VIII. Appendices, (a) Co-Benefits (p. 11):*  
*"Co-benefits are reductions of criteria pollutant and toxic air contaminant emissions . . ."*
2. *Kindly add the following text to the Resolution:*  
*BE IT FURTHER RESOLVED, that the AQMD Board directs staff when developing the Clean Communities Plan, to add a component to help ensure that Board-approved greenhouse gas offset policies are implemented properly in CEQA review, so that potential impacts of foregone criteria pollutant or toxic air contaminant emissions are minimized.*

**Votes: 8 Yes; 0 No; 0 Abstain; 5 Absent**

**NOTE: Two public hearing items were continued to the July 9, 2010 Board Meeting:**

**Rule 1144 – Vanishing Oils and Rust Inhibitors**

**Votes: 9 Yes; 0 No; 1 Abstain; 3 Absent**

**Rule 1193 – Clean On-Road Residential and Commercial Collection Vehicles**

**Votes: 8 Yes; 0 No; 0 Abstain; 5 Absent**

#### **PUBLIC HEARINGS SET FOR JULY 9, 2010 BOARD MEETING:**

##### **Amend Rule 1110.2 - Emissions from Gaseous- and Liquid-Fueled Engines**

The proposed amendment to Rule 1110.2 will add an exemption for internal combustion engines operated at one remote public safety communication facility in southwestern Riverside County on Santa Rosa Peak at over 7,400 foot altitude that does not have access to electric power or natural gas. The facility includes a communications tower and support equipment operated by Riverside County and used by fire, police and other public safety agencies. The site has limited access during winter. This exemption will allow the use of diesel generators at the site.

**Amend Rule 1143 - Consumer Paint Thinners and Multi-purpose Solvents**

The proposed amendments re-adopt the 25 g/l VOC limit for paint thinners and multi-purpose solvents with an effective date of January 1, 2011, previously rescinded pursuant to a court judgment; clarify definitions; and include additional labeling and public education requirements and other measures necessary to address CEQA-related flammability issues with respect to the use of acetone. The proposed amendments will reduce VOC emissions by 3.81 tons per day.

**Rule 1144 – Vanishing Oils and Rust Inhibitors**  
*(Continued from June 4, 2010 Board Meeting)*

Rule 1144 was adopted on March 6, 2009 which partially implemented Control Measure CTS-01 – Emission Reductions from Lubricants (CTS-01). The current proposal will expand the applicability of the rule to include Direct-Contact Lubricants and Metalworking Fluids by establishing VOC limits effective January 1, 2012. The proposal also prohibits the sale of non-compliant fluids, requires annual sales reporting and product labeling, and incorporates a recently validated thermogravimetric test method for determining VOC content. These amendments will fully implement Control Measure CTS-01.

**Rule 1193.– Clean On-Road Residential and Commercial Collection Vehicles**

*(Continued from June 4, 2010 Board Meeting)*

Amendments are proposed to Rule 1193 to address recent court decisions on fleet rule applicability in terms of modifying the scope of the rule to apply to government fleets. In addition, amendments are proposed to require the use of alternative-fuel solid waste collection vehicles when government agencies issue contracts for new or renewed solid waste collection services for both commercial and residential service.

**Adopt SIP Revision to Implement AB 1318 (2009, V.M. Perez), Health and Safety Code 40440.14**

Effective January 1, 2010, AB 1318 requires the Executive Officer of AQMD to credit to the AQMD's internal emission credit accounts and transfer to eligible electrical generating facilities emission credits in the full amounts needed to issue permits for eligible electrical generating facilities to meet requirements for sulfur oxides (SOx) and particulate matter emissions. AB 1318 requires the power plants receiving credits to pay mitigation fees in accordance with the provisions of AQMD Rule 1309.1 as amended August 3, 2007. The proposed CPV Sentinel Energy Project Power Plant to be located in Desert Hot Springs, CA is the only known plant to be eligible under this section. The proposed SIP revision will provide a federally-approved mechanism for the transfer of credits to CPV Sentinel Energy Project, and will establish the CPV Sentinel Energy Project AB 1318 Tracking System used to account for such credits.



REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Gwenn Norton-Perry, SANBAG Representative to the MSRC

SYNOPSIS: Below is a summary of key issues addressed at the MSRC's meeting on May 20, 2010. The MSRC's next meeting is Thursday, June 17, 2010, at 2:00 p.m. in Conference Room CC8.

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#### **FY 2009-10 AB 2766 Discretionary Fund Work Program**

As part of its FY 2009-10 Work Program, the MSRC approved RFP #P2010-27 for the development, implementation and administration of a telework demonstration program. The RFP, with a targeted funding level not to exceed \$200,000, seeks to retain a qualified consultant or firm to research the reasons why telework has not been more widely adopted, what can be done to remove employer resistance, and to demonstrate these concepts at actual employment sites within this region. Both small and large employers, in geographically diverse locations, would be sought. The RFP will be open from June 4, 2010 through July 20, 2010. The AQMD Board will consider the issuance of this RFP at its June 4, 2010 meeting.

#### **Coachella Valley PM10 Redesignation Status and CVAG Regional Street Sweeping Program**

AQMD staff provided the MSRC with a report on efforts to redesignate the Coachella Valley to attainment status for PM10, relating that a redesignation request is currently pending with U.S. EPA. A Regional Street Sweeping Program is one of the key identified control measures in the Coachella Valley PM10 Maintenance Plan. The Coachella Valley Association of Governments (CVAG), who is responsible for implementing this Program, had been using Federal CMAQ funding but such use is no longer allowable and CVAG does not have funds to continue the street sweeping. The AQMD asked the MSRC to consider support for CVAG's Regional Street Sweeping Program. The MSRC indicated their interest in supporting the Program, and directed staff to bring back detailed options for their consideration in June.



## **Received and Approved Final Reports**

The MSRC received and approved two final reports:

1. San Bernardino Associated Governments Contract #MS06003, which provided \$804,240 to implement new Freeway Service Patrols; and
2. Waste Management Collection and Recycling Contract #MS07077, which provided \$160,000 for the purchase of five CNG refuse trucks.

All final reports are filed in the AQMD's library and a two-page summary of each closed project can be viewed in the electronic library on the MSRC's website at <http://www.cleantransportationfunding.org>.

## **Contract Modification Requests**

The MSRC considered contract modification requests and took the following unanimous actions:

1. For City of Inglewood Contract #ML06031, which provides \$225,000 to purchase 7 liquefied petroleum gas (LPG) vehicles and install an LPG fueling station, approval of a 15-month, no-cost term extension;
2. For Waste Management Contract #MS07078, which provides \$256,000 for the purchase of 8 CNG refuse trucks, approval of modified deployment location for one truck as well as a 12-month, no-cost term extension;
3. For County of Los Angeles, Department of Public Works Contract #ML05072, which provides \$349,000 to develop data links for exchange of traffic information between the County and City of Los Angeles, approval of an 6-month, no-cost term extension in addition to the 2-month term extension which was previously processed administratively;
4. For County of Los Angeles, Department of Public Works Contract #ML05013, which provides \$313,000 for signal synchronization with the City of Santa Clarita, approval of a 12-month, no-cost term extension;
5. For Trillium USA Company Contract #MS08067, which provides \$334,100 to construct a public-access CNG station in Anaheim, approval to reduce the number of public fuel dispensers from two to one, with a corresponding contract value reduction of \$22,500; and
6. For Riverside County Transportation Commission (RCTC) Contract #MS07079, which provides \$200,000 to assess, and implement if feasible, migration of the existing BikeMetro website to the regional [CommuteSmart.info](http://CommuteSmart.info) website, approval to allow reimbursement of maintenance and hosting fees for the existing BikeMetro website through December 2011 as needed. RCTC determined that it would not be feasible to migrate BikeMetro. The MSRC further approved RCTC to coordinate with outside parties and monitor beta testing of their bicycle routing sites, reducing the contract value to \$20,000 with \$180,000 reverting to the

AB 2766 Discretionary Fund. This contract modification will be considered by the AQMD Board at its June 4, 2010 meeting.

**Contracts Administrator's Report**

The MSRC's AB 2766 Contracts Administrative provides a written status report on all open contracts from FY 2002-03 through the present.

# **ADDITIONAL INFORMATION**

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (RC Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TCC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation and Communications
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)	P. Gilbreath	L. McCallon		P. Gilbreath
District 7 (San Bernardino, Highland)	L. McCallon			
District 8 (Rialto, Fontana)	D. Robertson	D. Robertson		
District 9 (Rancho Cucamonga, Upland, Montclair)	P. Eaton		P. Eaton	
District 10 (Chino, Chino Hills, Ontario)	G. Duncan			G. Duncan
District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	B. Jahn	B. Jahn		
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	G. Coleman			
San Bernardino County	G. Ovitt			G. Ovitt
SANBAG Acting as County Transportation Commission	K. Chastain			K. Chastain
SANBAG Subregional Appointees*		B. Cortes	J. Williams	E. Graham
*One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SANBAG has a total of seven subregional appointees to the policy committees.		G. Norton-Perry M. Leonard	E. Scott	J. Pomierski

#### Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

#### Terms of Appointment

Terms of appointment for Regional Council members representing odd numbered districts expire immediately following the SCAG General Assembly in April of odd numbered years. Terms of appointment for Regional Council members representing even numbered districts expire immediately following the SCAG General Assembly in May of even numbered years. SANBAG appointments to SCAG Policy Committees are for a term from May through the next regular SCAG general assembly of the following year.

#### Stipend

SCAG provides Regional Council members \$100 per day for a maximum of four meetings per month, plus mileage. A stipend for the fifth meeting per month may be received on approval by SCAG's Executive Director. SCAG also provides subregional appointees representing SANBAG on SCAG Policy Committees \$70 per meeting.

#### Meeting Information

The regular meetings of SCAG Regional Council, Standing Committees, and Policy Committees are on the first Thursday of each month at the SCAG Offices located at 818 W. Seventh Street, Los Angeles:

10:00 a.m., Policy Committees  
12:00 noon, Regional Council

#### Policy Committees

**Community, Economic, and Human Development:** Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

**Energy and Environment:** Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation, **Transportation and Communications:** Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

# SANBAG Policy Committee Membership

[illegible]

## Page 2 of 3

**Policy Committee Meeting Times**

Administrative Committee	Second Wednesday, 9:00 a.m., SANBAG Offices
Commuter Rail & Transit Committee	Third Thursday every other month following the SANBAG Board meeting (Odd Months), 12:00 noon, SANBAG Offices
Major Projects Committee	Second Thursday following the SANBAG Board meeting, 9:00 a.m., SANBAG Offices
Mountain/Desert Committee	Third Friday, 9:00 a.m., Apple Valley
Plans & Programs Committee	Third Wednesday, 12:00 noon, SANBAG Offices

**Second Wednesday, 9:00 a.m., SANBAG Offices**

Third Thursday every other month following the SANBAG Board meeting (Odd Months), 12:00 noon, SANBAG Offices

Third Friday 0:00 a.m. Apple Valley

Third Wednesday, 12:00 noon, SANBAO Offices

## SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p><b>Audit Subcommittee of the Administrative Committee</b></p> <p>In November 2008, the Board approved the creation of an Audit Subcommittee of the Administrative Committee to strengthen the financial oversight function of the Board. Additional SANBAG Board Members may be appointed annually at the discretion of the Board President.</p>	<p>The responsibilities of the Audit Subcommittee shall be to:</p> <ul style="list-style-type: none"> <li>• Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit.</li> <li>• Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit.</li> </ul>	<p>Audit Subcommittee (for FY 2009-2010 Audit)</p> <ul style="list-style-type: none"> <li>- SANBAG President – Brad Mitzelfelt, Supervisor</li> <li>- Vice President – Bea Cortes, Grand Terrace</li> <li>- Immediate Past President – Paul Eaton, Montclair</li> <li>- Presidential Appointment – Pat Gilbreath, Redlands</li> </ul>
<p><b>Ad Hoc Committee on Litigation with San Bernardino County Flood Control District</b></p> <p>In January 2007, the SANBAG President was authorized to appoint an ad hoc review committee of SANBAG Board Members who do not represent local jurisdictions party to the San Bernardino County Flood Control District vs. SANBAG litigation relative to the Colonies Development.</p> <p>In April 2008, the role of this committee was expanded to include the Cactus Basin litigation.</p>	<p>Reviews and provides guidance on litigation with San Bernardino County Flood Control District regarding the Colonies Development and the Cactus Basin in Rialto.</p>	<p>Pat Morris, San Bernardino, Chair Mark Nuaimi, Fontana Pat Gilbreath, Redlands Richard Riddell, Yucaipa Larry McCallon, Highland</p>
<p><b>Ad Hoc Committee on Consolidated Transportation Services Agency</b></p> <p>This new Ad Hoc Steering Committee was approved by the Board of Directors on December 2, 2009. The SANBAG President has appointed seven members to the newly created committee.</p> <p>Terms end on or before 12/31/2010.</p>	<p>Makes recommendations to the Commuter Rail and Transit Committee and Board of Directors on designation of a Consolidated Transportation Services Agency for the San Bernardino Valley to coordinate the delivery of transportation services to seniors, disabled persons and persons of low income.</p>	<p>Paul Eaton, Montclair Gary Ovitt, Supervisor Josie Gonzales, Supervisor Pat Morris, San Bernardino Kelly Chastain, Colton Dennis Yates, Chino Richard Riddell, Yucaipa</p>

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds



MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 <sup>st</sup> Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

# ***San Bernardino Associated Governments***



## **MISSION STATEMENT**

To enhance the quality of life for all residents,  
San Bernardino Associated Governments  
(SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient,  
multi-modal transportation system
- Strengthen economic development  
efforts
- Exert leadership in creative problem  
solving

To successfully accomplish this mission,  
SANBAG will foster enhanced relationships  
among all of its stakeholders while adding  
to the value of local governments.

Approved June 2, 1993  
Reaffirmed March 6, 1996